

DECLARATION OF RESTRICTIONS

OCEAN PINES

THE SANCTUARY

THIS DECLARATION, made this 19th day of December in the year nineteen hundred and ninety-five (1995), by OCEAN PINES L.L.C., a Delaware limited liability company, herein referred to as "Declarant," WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain series of plats, entitled "THE SANCTUARY" (herein called "the Plats"), which plats are recorded or intended to be recorded among the Land Records of Worcester County, Maryland, and are made a part hereof and incorporated herein by reference; and

RECORDING FEE	2.00
TOTAL	75.00
	77.00
NOPT	13507
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WHEREAS, all of the real property described in the Plats comprises in the aggregate a part or section generally known as THE SANCTUARY (herein called "the Section") of the Ocean Pines general subdivision (herein called "the Subdivision"); Declarations of Restrictions imposing restrictions upon other sections of the Subdivision having previously been recorded among the Land Records of Worcester County, Maryland; and

WHEREAS, there are subdivided single-family detached numbered residential lots (herein called "the Lots") set forth and described in the Plats, which Declarant intends to sell to the general public, the remaining property in the Section consisting of roadways and open space not intended to be sold to the general public; and

WHEREAS, Declarant is about to sell and convey the Lots; and, before doing so, it desires to subject them to and impose upon them mutual and

After Recording
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beneficial restrictions, covenants conditions and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of all of the Lots in the Section and the Subdivision;

WHEREAS, Declarant is the successor in interest to Boise Cascade Home & Land Corporation as the developer of the remaining undeveloped lands in the Subdivision.

NOW, THEREFORE, Declarant hereby declares that all of the Lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Plats and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. Applicability.

A. These Restrictions shall apply to Lots only and are specifically excluded from application to other property in the Section and depicted on the Plats as roadways and open space, which are intended to be conveyed to Ocean Pines Association, Inc. (the "OPA") in accordance with the provisions of Paragraphs 11C and 11D hereof.

2. Term.

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2005, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument approved in writing by the Board of Directors of the OPA and signed by a majority of the

voting members of the OPA has been recorded, agreeing to change the covenants in whole or in part.

B. Declarant reserves to itself, its successors and assigns, the right to revoke at any time prior to the sale of any Lot within the Section all or any of these Restrictions and further to vacate any or all of the streets, parks, recreational facilities and any other amenity shown on the Plats; provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Section of the Subdivision.

3. Mutuality of Benefit and Obligation.

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Section and the Subdivision and are intended to create mutual, equitable servitudes upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective owners of all of said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the owners of each such Lot, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots in the Section and Subdivision and their respective owners.

4. Limitations on Use.

A. Lots shall be used only for those purposes set forth herein, on the Plats, or as provided by federal, state or local laws, rules or regulations, specifically including, without limitation, the Worcester County Zoning Ordinance and the Worcester County Subdivision Control Act. Subject to the applicable provisions of the Environmental Control Committee of the Ocean Pines Association (hereinafter called "the ECC" and "the ECC Guidelines"), nothing herein is intended to preclude the use of any dwelling on any Lot for a home office or to preclude any dwelling from having an apartment or suite, with or without kitchen facilities, for occupancy by any immediate or extended family members of the family owning the dwelling or for occupancy by domestic employees of the family owning the dwelling.

B. No Lot or Parcel in the Subdivision shall be used or developed as a time-share project as defined in Title 11A of the Real Property Article of the Annotated Code of Maryland as may, from time to time, be amended.

5. Plans and Specifications to Be Submitted for Approval by Declarant and by Environmental Control Committee of Ocean Pines Association, Inc.

A. All plans and specifications for any detached single-family dwelling and structures or improvements ancillary thereto proposed to be erected on or moved upon or to any Lot, and the proposed location thereof on any Lot, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any Lot and signage of every nature and description which may at any time be placed on any Lot, shall be subject to and shall require the approval, in writing, before any such work is commenced of Declarant and of the ECC. The composition and procedures of the ECC are set forth in Paragraph 7. The authority and prerogatives of the ECC provided for in this Declaration shall extend only to Lots and shall not extend to any parcels to be developed by Declarant for any use other than single-family detached numbered residential lots. Applicants are encouraged to review the ECC Guidelines.

B. No clearing or pruning of any trees or shrubs or the alteration of any lot shall be permitted at any time on any Lot without the prior written approval of Declarant, acting in accordance with the applicable design criteria hereinafter set forth in Paragraph 6.

C. Preliminary Plans shall be submitted initially to Declarant. Declarant may informally approve, approve with conditions, or disapprove the Preliminary Plans prior to submission to Declarant of Final Plans. Declarant shall respond within fourteen days of submittal of the Preliminary Plans. Preliminary Plans shall consist of a preliminary site plan and architectural plans and elevations. The site plan shall depict, at a scale of one inch equals thirty feet, existing trees and contours, proposed clearing lines, any grade changes proposed, any existing transformer or telephone pedestal, proposed utility easements, buildings, parking, planting areas and plant types, areas of seed or sod, and treatment of lighting and pavements, supported by clarifying details. Architectural drawings at a scale of ¼ inch equals one foot shall depict materials, detailing and color schemes that support the architectural styles.

D. Final Plans shall be submitted to Declarant with application form provided by Declarant together with as many sets of plans and specifications as may be required by Declarant and by the ECC for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include:

(a) Site plans, showing the location on the Lot of clearing lines, grading, drainage, easements, structures, paving, and any other improvements or materials proposed to be constructed, altered, placed or maintained.

(b) Architectural plans, showing complete working drawings including floor plans, elevations, sections, materials, color schemes for exterior finishes and any other information deemed necessary by Declarant or the ECC.

(c) Landscape plans, showing the location on the lot of structures, including landscape features, paving, existing plant materials and proposed plantings indicating size, type and bedding lines.

E. A review fee, payable at the time of submission of Preliminary Plans, which fee may from time to time be increased or decreased by Declarant, shall accompany the submission of the Building Application to defray Declarant's expenses. No additional fee shall be required by Declarant for resubmission of plans revised in accordance with Declarant's recommendations:

- (a) Lots
 - (1) Architectural design (not previously approved) \$350
 - (2) Architectural design (additional fee if design previously disapproved) 250
 - (3) Site Plan Only (for reuse of an approved architectural design) 100
 - (4) Site Plan Only (additional fee if site plan previously disapproved) 100

(b) Review fees for other categories of residential or commercial uses, other than single-family detached residential dwellings, may be established from time to time by Declarant.

F. Declarant shall have the authority to approve, approve with conditions for revision, or disapprove the Final Plans and shall act within fourteen days from the receipt thereof. Two sets of Final Plans, if approved by Declarant, shall be furnished to the ECC by the owner of the Lot .

G. Declarant shall have the right to disapprove any Final Plans submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions and of the Design Criteria set forth in Paragraph 6; if the Final Plans submitted are incomplete; or in the event the Declarant deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Declarant shall be final.

H. Declarant, its successors and assigns, shall have the right to assign all or any part of its rights established herein and/or to terminate and relinquish all or any part of its rights established herein by recording among the Land Records of Worcester County, a document evidencing such assignment and/or termination.

I. Neither Declarant nor the ECC, nor any architect or agent of either, shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

6. Design Criteria of Declarant

The design criteria to be imposed by Declarant for THE SANCTUARY ("Declarant's Design Criteria") shall be as follows:

A. THE SANCTUARY is a neighborhood of custom homes loosely clustered in a largely undisturbed woodland setting.

B. Architecture

1. The minimum gross heated area for one story homes is 1800 sq. ft., and for two-story homes, 2400 sq. ft. Each lot shall have a two-car garage not convertible to other uses.

2. Building massing, materials and the treatment of window and door openings shall create a coherent, harmonious image from the street or other lots. Designs in a specific architectural style shall reflect its characteristics consistently.

3. Garages should be treated as a building element distinct from living areas (see diagram attached as Exhibit A hereto). Front porches are encouraged to create a friendly streetscape.

4. A design substantially the same as another home will not be approved.

5. Roof gables shall have a minimum pitch of 8 in 12. Flatter hip and porch roofs are in character.

6. Best available grade shall be used for exterior wood. Synthetic siding and trim will be reviewed for appearance and quality: samples must be submitted in preliminary submittal. T-111 panels will not be acceptable.

7. Cedar shingle or shake roofs shall be fire retardant. Composition shingles shall be 235 pound minimum. Metal roofs of traditional raised seam design are encouraged. Metal roof colors shall be low color saturation (no vivid colors), matte finish: no raw galvanized, aluminum or stainless steel.

8. Awnings are permitted on side and rear elevations in low color saturations, matte finish.

9. On surfaces visible from the street or common lot lines, bright colors may be used only in muted versions. Metal and plastic trim, flashings, roof vents, dryer vents, flues, meters, hubs, boots and other exterior hardware items shall be painted matte colors to match roof or siding colors. Deck railings, lattice, and fencing colors shall be treated consistently with house design. Chimney tops shall be visually harmonious with the architecture.

10. To minimize sky glare, exterior lighting shall be limited to sufficient light to afford safe access to each home. Fixtures shall direct light down only, with the light source not visible unless the light source does not exceed 60 watt incandescent equivalent.

C. Site

1. Subject to possible stricter setback requirements which may be imposed from time to time by the Worcester County Zoning ordinance, the following minimum dimensions shall govern for front, side and rear setbacks for any building that may be constructed or placed on any lot:

A. Dwelling

1. Front yard: Twenty-five feet (25') from any front line of each lot abutting a street.

2. Side yards: Eight feet from each lot side lines.

line. 3. Rear yard: Thirty feet (30') from the rear lot

B. Detached garage (or breezeway-attached garage) or similar ancillary structure (storage, gazebo)

1. Front yard
 - a. side entry garage only: 25 feet
 - b. other: 35 feet

2. Side yards: six feet

3. Rear yard: six feet.

2. Subject to the applicable provisions of the ECC Guidelines and except as provided by applicable federal, state or local laws or regulations, and as provided in the ECC Guidelines, the size or location of the building footprint of any structure on a Lot shall not be restricted except by the setbacks established in paragraph 6.C.1. hereinabove.

3. Subject to the setback requirements, buildings should be located as far forward on the Lot as possible.

4. Removal of trees, shrubs and other plant material, including groundcover, shall be limited to removal of materials within: the building envelope area defined by yard lines, plus the front yard area required for driveway and utility construction and selected lawn area, but excluding delineated nontidal wetlands. In addition, where the width of a home fills the available space between yard lines, and in the front yard, trees within 6 feet of the foundation may be cleared.

Except for front yard lawn configurations sufficient to provide a setting for the homes, clearing is to be further minimized to what is needed for construction purposes and as much of the lot as possible left in its natural state. In all cases, the surfaces of areas not cleared for construction must be undisturbed by construction activity or storage. All stumps must be removed from construction areas. Except in lawn areas, other stumps should be cut flush with the ground.

Where wooded lots adjoin golf courses or water, views may be opened up by removing understory shrubs and trees under 2 inches or by pruning branches up to ten feet above grade, without however, pulling stumps. Invasive material (greenbrier, poison ivy, phragmites) may be cleared without restriction. This set of requirements is not intended to preclude any clearing of a

nontidal wetland area that may in the future be permitted by a qualified regulatory agency.

Outside of approved construction areas, activities involving any cutting or removing of vegetation or forest are not permitted in certain areas except as allowed by law including, but not limited to, non-tidal wetlands, their regulated buffers and shoreline property abutting tidal wetlands. In those areas, certain activities are strictly regulated and shall be done only in accordance with the law.

5. Landscaping shall contain a significant planting of evergreen trees, shrubs and ground covers in the front yard so that during all seasons the home is viewed as an element in a landscape frame. "Foundation" plantings must be expressed as part of an overall design. Shrubbery and ground cover shall be sized and spaced to fill in the design intent in three to four years. Plans for lots with few or no trees in the front yard area shall include at least two overstory trees of at least 2 ½ inches caliper and one understory tree 5 - 6 feet high.

Front yards should contain some evergreen groundcover and some lawn. Naturalizing ground covers are preferred to lawn in rear yards. Screening of the following shall be worked into the landscape design: telephone pedestals, transformers, panels and meters visible from the street, and decks or porches more than two feet above grade. Type, location and sizes of plant materials and seed or sod areas shall be shown on plans. See list of approved plant materials, set forth in Appendix 1 attached hereto and made a part hereof.

6. In order to preserve the natural character of wooded areas, no fences shall be permitted on any lot or lot lines except where, as a feature of a design concept, it will not intrude on that character.

7. Driveways, walks, and patios shall not be plain concrete. Proprietary colored stamped concrete, exposed aggregate concrete, washed or crushed stone, pavers, and brick are encouraged.

8. Patios, decks, pools, spas, play equipment and the like shall be set back 8 feet from all side lot lines and 10 feet from rear lines adjoining the golf course or another lot. Pool decks more than 24 inches above grade, and spa decks over 36 inches are not permitted.

9. Where house numbers on a house would not be visible from the street, a sign designating the house number must be placed so as to be seen from the street. The sign shall reflect the style of the home. No name signs are permitted.

10. Mailbox installations must be provided on a village basis. Boxes should be incorporated in structures designed to avoid individual metal pedestal installation. Gazebo-type structures are preferred, providing rain shelter to at least three feet beyond the box faces, and executed in a style harmonious with the entry signage of the village.

11. One name sign may be located at each entrance to the village. Any sign face visible from Ocean Parkway may be lit from the ground from dusk to 8:00 p.m. Any electrical equipment shall be screened by landscaping. Maximum sign height above grade (not including vertical structural elements) is four feet, and maximum sign width eight feet. Installation shall be contained in a landscaped setting with all-season interest.

7. Composition, Procedures and Design Criteria of Environmental Control Committee of Ocean Pines Association, Inc.

A. The ECC shall be composed of three (3) members and two (2) alternates to be appointed by the Board of Directors of the Association (hereinafter called "Board of Directors"). ECC members shall be subject to removal by said Board of Directors and any vacancies from time to time existing shall be filled by appointment of the Board of Directors.

B. There shall be submitted to the ECC a building application on forms approved by the ECC together with two (2) complete sets of plans and specifications of architectural quality, for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. The plans shall also contain such other details as required by the ECC as authorized by the Guidelines in Paragraph D hereof. A filing fee in such amount as determined by resolution of the Board of Directors shall accompany the submission of such application and plans to defray ECC expenses. No additional fee shall be required for resubmission of plans revised in accordance with ECC recommendations.

C. The ECC shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the ECC for its permanent files. The procedure for

notifying the person submitting plans and specifications shall be as set forth in the Environmental Control Committee Guidelines referred to herein.

D. Subject to the provisions of Paragraph 7H, the ECC shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions, or the provisions of the Guidelines, if the plans and specifications submitted are incomplete; or in the event the ECC deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the ECC shall be final, subject to the appeal process set forth in subparagraph E hereof.

E. Appeal process. There shall be an appeal process from decisions of the ECC, said process to include appeals by the applicant for plan approval or his representative and by owners within Ocean Pines other than the applicant for plan approval. Such process of appeal and the procedures therefor shall be established in an appeal section of the Guidelines, which said process shall go into effect after its approval by the Board of Directors of the Association.

F. The ECC shall not review or approve any Final Plans unless and until approval has been obtained in writing from Declarant.

G. Subject to the provisions of Paragraph 7H, approval shall be based upon the ECC Guidelines (the "ECC Guidelines") adopted April, 1992, as amended by amending Section 100.4.7. and by adding a new Section 100.4.7.1, a copy of which is attached hereto as Appendix 2 and made a part hereof. No changes may be made in the ECC Guidelines which affect this Section without the prior written consent of Declarant.

H. Anything above to the contrary notwithstanding, to the extent that any provision of the ECC Guidelines or interpretation thereof by the ECC is in conflict with these Restrictions or with Declarant's Design Criteria, if reasonably interpreted and applied by Declarant, these Restrictions and Declarant's Design Criteria and Declarant's interpretation thereof, will control.

8. General Prohibitions and Requirements.

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot in the Section or Subdivision:

(a) No outside toilet or individual water well shall be constructed on any Lot, unless a well for irrigation or for a ground water heat pump is approved by the ECC. All plumbing fixtures, dishwashers or toilets shall

be connected to the sewage system. Storm water shall not be allowed to flow into the sewage system.

(b) No temporary house, trailer, recreation vehicle, tent, garage, or other outbuilding shall be placed, erected or parked on any lot, provided, however, that the ECC may grant permission to any such temporary structure or recreational vehicle if effectively screened and in accordance with ECC Guideline requirements or for storage of materials during construction. No such temporary structures or recreational vehicle as may be approved shall be used at any time as a dwelling place, nor shall any overnight camping be permitted on any lot. No unimproved lot shall be used as a parking area or storage area for automobiles or motor vehicles of any kind; provided, however, that with the approval of Declarant, parking areas may be created on Lots adjacent to model homes approved by Declarant.

(c) Once the construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with the plans and specifications as approved, within six (6) months from commencement.

(d) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and until a certificate of occupancy has been issued by Worcester County.

(e) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.

(f) No animals or livestock of any description, except the usual household pets, shall be kept on any Lot and those shall be kept in accordance with Guideline requirements.

(g) As set forth in Paragraphs 5 and 6 above, all signs, billboards, or advertising structures must be approved in writing by Declarant and the ECC.

(h) No stripped down, partially wrecked, or junk motor vehicle, or sizable part thereof, shall be permitted to be parked on any street in the Section or Subdivision or on any Lot.

(i) Every tank for the storage of fuel installed outside any building in the Section or Subdivision shall comply with all applicable state and county laws and regulations and shall be either buried below the surface of the ground or screened to the satisfaction of the ECC by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed

underground, screened or so placed and kept as not to be visible from any street, waterway or golf course within the Section or Subdivision at any time except during refuse collections.

(j) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, waterway or golf course within the Section or Subdivision.

(k) No owner of any Lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from Declarant.

(l) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In no event will growth in lawn areas be permitted to exceed six inches in height.

(m) No noxious, offensive or illegal activities shall be carried on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(n) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

(o) No vehicle shall be parked on any street in the Subdivision. No vehicle, with a load capacity of one (1) ton or greater, including, but not limited to, commercial trucks, trailer trucks, and buses, shall be parked or stored overnight or longer, on any Lot in the Section or Subdivision in such a manner as to be visible to the occupants of other Lots in the Section or Subdivision or the users of any street, waterway, or golf course within the Section or Subdivision, unless the prior written approval of the ECC has been obtained.

(p) Any dwelling or outbuilding on any Lot in the Section or Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

(q) No satellite dish with a diameter in excess of 24 inches, and no exterior television or radio antenna of any kind shall be constructed or erected on any Lot or residence after such time as a central

television system has been made available to the Section or Subdivision at rates commensurate with those prevailing in the area.

(r) No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any Lot or be thrown into or left on the shoreline of any waterway in the Section or Subdivision. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. Declarant hereby assigns to OPA the exclusive right to operate, or from time to time to grant an exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service within the Section for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by OPA. The charge to be made to the property owners for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other subdivisions of high standards in the area and shall be subject to change from time to time.

(s) All residential structures are to be constructed so that they shall have a minimum elevation of six (6) feet above mean sea level or as the current FEMA flood maps may otherwise require; provided, however, that such requirements are further subject to stricter requirements which may be imposed from time to time by the Worcester County Zoning Ordinance, or by any federal, state or local agencies having jurisdiction in the premises.

(t) There shall be no access to any lot on the perimeter of the Subdivision except from designated roads or waterways within the Section or Subdivision.

9. Variances and Fines.

A. Declarant may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein and/or to encourage excellence in design; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood, the Section or the Subdivision. The ECC shall apply the same standards in reviewing requests for variances for Lots, however, the ECC may not grant any variance for any Building Application for any Lot in this Section pursuant to the ECC Guidelines without the prior written consent of Declarant.

B. In the exercise of its power and in the performance of its obligations pursuant to the Declarations of Restrictions of Ocean Pines, the

Board of Directors of the OPA may adopt, amend or repeal provisions for fines to be imposed for violations of these Restrictions or the ECC Guidelines. Such provisions for fines shall be passed by the Board of Directors at a public meeting, notice of which meeting shall have been published at least once in the Ocean Pines News. The complete provisions for fines, and enforcement of the collection of said fines shall be established in a resolution of the Board of the OPA setting forth all applicable provisions for the imposition and enforcement of such fines.

10. Easements.

A. Declarant reserves for itself, its successors and assigns for purposes incident to its development of the real property subject to these Restrictions, all of the easements and/or rights-of-way either shown on the Plats, created herein or set forth in the deed to any Lot, including without limitation, the following:

(a) For use and maintenance of drainage courses and unobstructed flow lines of all kinds, those areas designated on the Plats as "Drainage Easements", "Storm Water Easements" or "Storm Water Access Easements". The dimensions of these easements are as specified on the Plats. Drainage easements are ten (10) feet in width unless otherwise specified on the Plats and are centered about the existing drainage channels. The Declarant, its successors and assigns and/or the owners of Lots within such easements shall not cut any trees within the easement area other than trees located within the flowways.

(b) For maintenance and permanent stabilization control of slopes in the slope control areas as set forth in notes regarding slope easements on the Plats.

(c) For access to "Utility Easements" as shown on the Plats and for installation and maintenance of facilities thereon, and further such additional easements for the practical construction, operation and maintenance of any electrical, telephone and television facilities, such easements to be granted upon request of the applicable utility or utilities.

(d) For drainage, maintenance, dredging and the preservation of the navigation and the recreational use of all waterways, and for the maintenance and preservation of all bulkheads, their structural components, and similar waterfront improvements. The owners of Lots contiguous to a waterway may not fill beyond the bulkhead or high water lines and may only build such structures on or extending into the waterway as are approved by the ECC.

(e) For construction and maintenance of a section entrance sign, directional signs, portals and landscape improvements and mail boxes, mail box clusters and mail box shelters.

B. Declarant has dedicated, or will dedicate, to Worcester County and/or the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land along side property lines as noted on the Plats and ten (10) feet in width along the front property lines of each Lot as noted on the Plats.

C. Declarant reserves for OPA and its designees and subject to the provisions of any assignment or contract, an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined in Paragraph 10B above.

D. On each Lot in this Section, the rights-of way and easement areas reserved by Declarant or dedicated to public utility purposes shall be maintained continuously by the Lot owner but no structures, plantings or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems provided, however, that where the existing location of a drainage channel would hinder the orderly development of a Lot, the drainage channel may be relocated as shown on the Plats by drainage arrows, provided such relocation does not cause an encroachment on any other Lot in the Section or Subdivision. Improvements within such areas shall also be maintained by the respective Lot owner, except for those for which a public authority or utility company is responsible.

E. In order to provide easements for pedestrian access to parks, recreational amenities and open space and for contiguous nature trails and other pedestrian access, strips of land of certain designated Lots are hereby reserved, all as set forth on the Plats.

F. Every Lot in this Section that lies contiguous to a waterway shall be subject to an inundation or flowage easement to an elevation on the Lot equal to the high water line or bulkhead line.

G. The Lots shall be burdened by such additional easements as may be shown on the Plats or in the deed to any Lot.

11. Ownership, Use and Enjoyment of Streets, Parks and Recreational Amenities.

A. Each of the streets in the Section designated on the Plats is a private street, and every park, recreational facility and other amenity within the Section is a private park, facility or amenity and neither Declarant's execution or recording of the Plats nor any other act of Declarant with respect to the Plats is, or is intended to be, or shall be construed, as, a dedication to the public of any of said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated on the plat as parks is reserved to Declarant, its successors and assigns, and (except in the event of the refusal of the OPA to accept a conveyance of such areas as set forth in subparagraph B hereinbelow) to the persons who are, from time to time, members or associate members of the OPA, the members and others eligible to use Ocean Pines Golf and Country Club, Inc. (an 18-hole golf course), the members and owners of Ocean Pines Swim and Racquet Club, Inc., all users of Ocean Pines International Yacht Club, Inc., and the successors and assigns of all such clubs; to the residents, tenants, and occupants of any multi-family residential buildings, guest house, inn, hotel or restaurant facilities, and all other kinds of residential structures that may be erected within the boundaries of the Section or Subdivision; and to such other classifications of persons, as may be designated by the Declarant, its successors and assigns, with the consent of the Board of Directors of the OPA, and to the invitees of all the aforementioned persons.

B. The ownership of active and/or passive recreational amenities within the Section and Subdivision, which may include, but shall not be limited to, parks, waterways, dams, water impoundments, marinas, beaches, access tracts, golf courses, tennis courts, swimming pools, clubhouses, and adjacent clubhouse grounds, and playgrounds, shall be in Declarant or its subsidiaries, successors or assigns, and the use and enjoyment thereof shall be on such terms and conditions as Declarant, its subsidiaries, affiliates, successors or assigns, shall from time to time license; provided, however, that any or all of such amenities may be conveyed to the OPA, pursuant to an agreement with the OPA.

C. Declarant hereby covenants, for itself, its successors and assigns, that it will convey to the OPA fee simple title to the streets in this Section as depicted on the Plats, upon completion of such streets and approval thereof by the Worcester County Roads Engineer. Such conveyance shall be subject to the easements and restrictions of record; and subject to the express condition that the OPA will properly maintain all such streets.

D. Declarant further covenants for itself, its successors and assigns, that it will convey to the OPA fee simple title to those tracts of land in

this Section identified on the Plats as "open space", together with stormwater easements, drainage easements and all other easements shown on the Plats or the deeds to such open space, all as identified on the Plats or deeds. Such conveyance shall be subject to the easements of records; and subject to the express condition that the OPA will properly maintain all such property and easement areas.

12. The OPA.

A. Every person who acquires title, legal or equitable, to any Lot in the Section shall become a member of the OPA provided, however, that such membership is not intended to apply to those persons who hold an interest in any such property merely as security for the performance of an obligation to pay money, e.g., mortgages or deeds of trust. However, if such person should realize upon such security and become the real owner of a Lot within the Section, such person will then be subject to all the requirements and limitations imposed in these Restrictions on owners of Lots within the Section and on members of the OPA, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the OPA is to further and promote the community welfare of property owners in the Subdivision.

C. The OPA shall be responsible for insect controls, for the maintenance, repair and upkeep of the private streets, and parks within the Subdivision; the appurtenant drainage and slope easements reserved by Declarant; all waterways, bulkheads and other waterfront improvements; and shall be responsible for providing fire and police protection for the residents of the Subdivision. The OPA shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Subdivision as it may from time to time own. In the event that the OPA at any time fails to properly maintain such streets, parks, or easements, or fails to provide adequate fire and police protection, Declarant, its successors and assigns, may, in its sole discretion, enter upon and make any and all repairs to any such facility which it deems to be necessary and proper or may adopt measures to provide fire and police protection and may charge the OPA for all such repairs or fire and police protection; provided, however, that Declarant shall under no circumstances be obligated to take any such action.

D. The OPA shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the OPA an annual charge per single-family detached dwelling Lot within the Section

and Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in no event be less than (i) Eighty Dollars (\$80.00) for each waterfront Lot from and after the date that such Lot is improved by a dock or other waterfront improvement that permits such Lot to use the adjacent waterway less than 20,000 square feet in size; (ii) One Hundred Twenty Dollars (\$120.00) for each waterfront Lot 20,000 square feet or more in size from and after the date that such Lot is improved by a dock or other waterfront improvement that permits such Lot to use the adjacent waterway or one and one-half times the uniform annual charge imposed on Lots described in (i) above, whichever sum is greater; (iii) Fifty Dollars (\$50.00) for each non-waterfront Lot and all other waterfront Lots less than 20,000 square feet in size; (iv) Seventy-Five Dollars (\$75.00) for each non-waterfront Lot and all other waterfront Lots 20,000 square feet or more in size or one and one-half times the uniform annual charge imposed upon Lots described in (iii) above, whichever is greater. Members of the OPA who are owners of single-family attached dwellings or condominium units created upon any Parcel in any Section shall be required to pay annual charges equivalent to the annual charges imposed upon single-family detached dwelling lots in the Subdivision. Members of the OPA who are owners of Parcels to be developed with multi-family residential rental apartments and/or townhouses or for motels or hotels shall pay such annual charges with respect to each rental apartment or townhouse or hotel or motel unit located thereon as shall be one-half (1/2) of the annual charge imposed upon single-family detached dwelling lots or \$40.00 per unit for a waterfront Parcel or \$25.00 per unit for a non-waterfront Parcel, whichever is greater. In the absence of any written agreement entered into between Declarant and the OPA, either before or after the date hereof, no such charge shall ever be made against, or be payable by, the Declarant, by Declarant's assigns as developer of the Section, the OPA itself, or any corporation or corporations that may be created to acquire title to, and operate the water or sewer utilities serving the Section and the Subdivision or any waterway, beach, access tract, marina, golf course, tennis court, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision.

(a) Every such charge so made shall be paid by the member to the OPA on or before the first day of May of each year, for the ensuing year. The Board of Directors of the OPA shall fix the amount of the annual charge per Lot by the first day of April of each year, and written notice of the charge so fixed shall be sent to each member.

(b) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate set by the Board of Directors at an open board meeting held in February of each year. The OPA

may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the OPA may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees, which lien shall encumber the Lot or Lots in respect of which the charge shall have been made, and which notice shall be filed in the Office of the Clerk of the Circuit Court of Worcester County, Maryland. Every such lien may be established and enforced in accordance with the provisions of the Maryland Contract Lien Act, as set forth in the Real Property Article of the Maryland Code, or any other law, rule or regulation relating to the establishment and enforcement of the same. In addition to the remedy of lien foreclosure, the OPA shall have the right to sue for such unpaid charges, interest, costs and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the OPA. Every person who shall become the owner of the title (legal or equitable) to any Lot or Parcel in the Section by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the OPA all charges that the OPA shall make pursuant to any paragraph or subparagraph of these Restrictions.

(c) The OPA shall upon demand at any time furnish a certificate in writing signed by an officer of the OPA certifying that the charges on a specified Lot or Parcel have been paid or that certain charges against said Lot or Parcel remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the OPA for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any charges therein stated to have been paid.

E. The fund accumulated as the result of the charges levied by the OPA shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members of the OPA and, in particular, for maintaining insect control, providing police and fire protection and for the improvement and maintenance of the streets, waterways and bulkheads and those areas within the Section and Subdivision designated as parks on the Plats, and other property within the Section and Subdivision such as streets, parks and properties which shall have been conveyed to the OPA.

F. The lien of a mortgage or deed of trust placed upon any Lot or Parcel for the purpose of financing or refinancing the construction of any improvements thereon, recorded in accordance with the laws of the State of Maryland, shall be superior from the date of recordation to any and all such liens provided for herein.

G. The Board of Directors of the OPA shall have the right to suspend the voting rights (if any) and the right to use of the streets in the

Subdivision and the recreational facilities of the OPA of any member (or associate member).

(a) For any period during which any OPA charge (including the charges and the fines, if any, assessed under paragraphs 12D, 13 and 14 of these Restrictions) owed by the member or associate member remains unpaid;

(b) During the period of any continuing violation of the restrictive covenants for the Section and Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the OPA;

H. The OPA has joined in the execution of this Declaration for the purpose of granting and imposing the rights, privileges, duties and obligations of membership in the OPA as set forth above.

13. Speed Limits and Traffic Regulations.

A. Speed limits for streets and waterways and the rules governing all traffic regulations not inconsistent with Maryland Law and, the use of parks within the Section and Subdivision shall be as promulgated from time to time by the Board of Directors of the OPA. Appropriate postings of these speed limits and traffic regulations shall be made. The OPA shall have the power to assess fines for the violation of the speed limits and traffic regulations in accordance with a schedule of fines promulgated by the OPA. Every such fine shall be paid promptly upon its being assessed; if it is not, the OPA may add the amount of the fine to the annual charge made by the OPA, pursuant to subparagraph 12-D of the Restrictions, and the amount of such fine shall be collectible by the same means as are prescribed in said subparagraph for the collection of delinquent annual charges of the OPA or through the use of the sanctions prescribed in subparagraph 12-G of the Restrictions. All speed limits and traffic regulations shall be in conformance with Maryland Law.

14. OPA's Right to Perform Certain Maintenance.

A. In the event an owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the OPA, the OPA shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such Board of Directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such Lot is subject. The OPA shall not be liable for any damage

which may result from any maintenance work performed hereunder. The right reserved hereunder does not create an obligation on the part of the OPA.

15. Remedies.

A. The OPA or any party to whose benefit these Restrictions inure, including the Declarant, its successors and assigns, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions; provided, however, that it is expressly understood that neither Declarant nor the OPA shall be liable for damages of any kind to any party for failing to either abide by, enforce, or carry out any of these Restrictions.

B. In the event that the OPA shall bring any suit or action to enforce any provision herein contained in the Declarations of Restrictions of Ocean Pines or the ECC Guidelines or to collect any money due to it thereunder or to foreclose a lien, the losing party in such suit or action shall pay all costs and expenses which the prevailing party shall incur in connection with such suit or action including such amount as the court may determine to be reasonable as attorney's fees therein, including attorney's fees incurred in connection with any appeal or decision of the trial court or an appellate court.

C. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth in Paragraph 15A above in respect of a violation of any of these Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

16. Grantee's Acceptance.

A. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and of the Association and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, the Association, and to and with the grantees and subsequent owners of each of the Lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such Lot, including, but not limited to, its proximity to golf course fairways or waterways.

17. Severability.

A. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

18. Captions.

A. The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, Ocean Pines L.L.C., Declarant, has caused this Declaration to be executed on its behalf by its proper officer and Ocean Pines Association, Inc., a non-profit Maryland corporation, has joined in this Declaration for the purposes set forth in Paragraph 12H and has caused this Declaration to be executed on its behalf for such purposes by its proper officer, all as of the day and year first herein written.

ATTEST:

OCEAN PINES L.L.C.

By: BALFOUR HOLDINGS, INC., Manager

Cynthia Griffin

By: Ray F. Smith, Jr.
Ray F. Smith, Jr., Division President

OCEAN PINES ASSOCIATION, INC.

Shyllis C. East

By: Anthony [Signature]

STATE OF

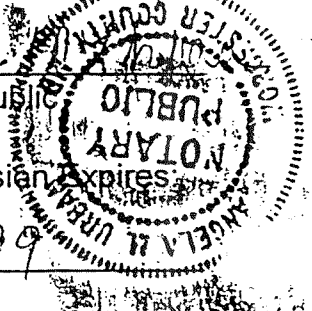
TO WIT:

COUNTY OF

I HEREBY CERTIFY that on this 21st day of December, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ray F. Smith, Jr., President of BALFOUR HOLDINGS, INC., a Nebraska corporation, and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

Angela
Notary Public
My Commission Expires
9-5-99



STATE OF MARYLAND


TO WIT:

COUNTY OF Worcester

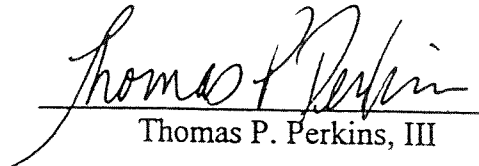
I HEREBY CERTIFY that on this 19 day of December, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Anthony C. Kerez, President of Ocean Pines Association, Inc. and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

Thyllis C.
Notary Public
My Commission Expires
8-2-96



I certify that I am an attorney admitted to the Bar of the Court of Appeals of Maryland and that I prepared the foregoing document.


Thomas P. Perkins, III

AFTER RECORDATION
PLEASE RETURN TO:

Thomas P. Perkins, III, Esq.
Venable, Baetjer and Howard, LLP
2 Hopkins Plaza
1800 Mercantile Bank & Trust Bldg.
Baltimore, Maryland 21201

Telephone No.: (410) 244-7510

[ALL VILLAGES]

APPENDIX 1: APPROVED PLANT MATERIALS

Specific selections should relate to local exposure to sun and winds. Plants with particular salt tolerance are noted(*).

Overstory trees

Acer rubrum	Red maple
*Acer platanoides	Norway maple
Betula nigra	River birch
Fagus grandiflora	American beech
Fraxinus Americana	White ash
Fraxinus Pennsylvanica	Green ash
Liquidambar styraciflua	Sweet gum
*Nyssa sylvatica	Black gum
Platanus acerifolia	London plane
*Quercus alba	White oak
Quercus borealis	Red oak
Quercus palustris	Pin oak
Salix tristis "alba"	Golden weeping willow
Sassafras albidum	Sassafras
*Tilia cordata	Littleleaf linden
*Ulmus parvifolia	Chinese elm

Evergreen trees

Cedrus deodara	Deodar cedar
Cedrus atlantica	Atlas cedar
*Cryptomeria japonica	Cryptomeria
*Cupressocyparis leylandii	Leyland cypress
*Ilex opaca & varieties	American holly
*Juniperus virginiana	Eastern red cedar
*Magnolia grandiflora	Southern magnolia
*Picea pungens glauca	Blue Colorado spruce
*Pinus nigra	Austrian pine
*Pinus sylvestris	Scotch pine
*Pinus taeda	Loblolly pine
*Pinus thunbergi	Japanese black pine
*Thuja occidentalis varieties	American arborvitae

Understory trees

Acer griseum	Paperbark maple
*Amelanchier arborea	Shadblow
Cercis canadensis	Eastern redbud
Chionanthus virginicus	Fringetree
Cornus florida	Flowering dogwood
Cornus kousa	Kousa dogwood
*Crataegus spp.	Hawthorns
Magnolia virginiana	Sweetbay magnolia
Malus spp.	Crabapples
Prunus yedoensis	Yoshino cherry
Oxydendrum arboreum	Sourwood
Styrax japonica	Japanese snowbell

Groundcover (G) & Shrubs (S)

*Arctostaphylos uva-ursi	Bearberry	(G)
*Aronia arbutifolia	Red chokeberry	(S)
Buddleia Davidii	Butterflybush	(S)
*Calluna species (spp.)	Heathers	(G)
Caryopteris x clandonensis	Bluebeard	(S)
*Chamsecyparcs spp.	False cypress	(G) (S)
Clethra alnifolia	Summersweet	(S)
*Cornus sericea	Red Osier dogwood	(S)
*Cotoneaster spp.	Cotoneasters	(G)
*Cytisus spp.	Brooms	(G) (S)
*Eleagnus spp.	Eleagnus	(S)
*Euonymus spp.	Euonymus	(S)
*Hibiscus syriacus	Shrub althea	(S)
*H. anomala petiolaris	Climbing hydrangea	(V)
*Hydrangea macrophylla	House hydrangea	(S)
Hypericum calycinum	St. Johnswort	(G)
*Ilex glabra	Inkberry	(S)
*Juniperus spp.	Junipers	(G) (S)
Myrica cerifera	Wax myrtle	(S)
*Myrica pennsylvanica	Bayberry	(S)
*Pinus Muhgo	Muhgo pine	(S)
Potentilla spp.	Clinquefoils	(G)(S)
*Prunus Maritima	Beach plum	(S)
Rhododendron vaseyl	Pinkshell azalea	(S)
Rhododendron viscosum	Swamp azalea	(S)
*Rosa mutiflora	Japanese rose	(S)
*Rosa nitida	Shining rose	(G)
*Rosa rugosa	Rugosa rose	(S)

*Rosa virginiana	Virginia rose	(S)
*Rosa wichuraiana	Memorial rose	(G)
*Spirea spp.	Spireas	(S)
*Taxus x Media varieties	Yews	(S)
*Viburnum spp.	Viburnums	(S)
*Yucca	Yucca	(G)

Ornamental grasses

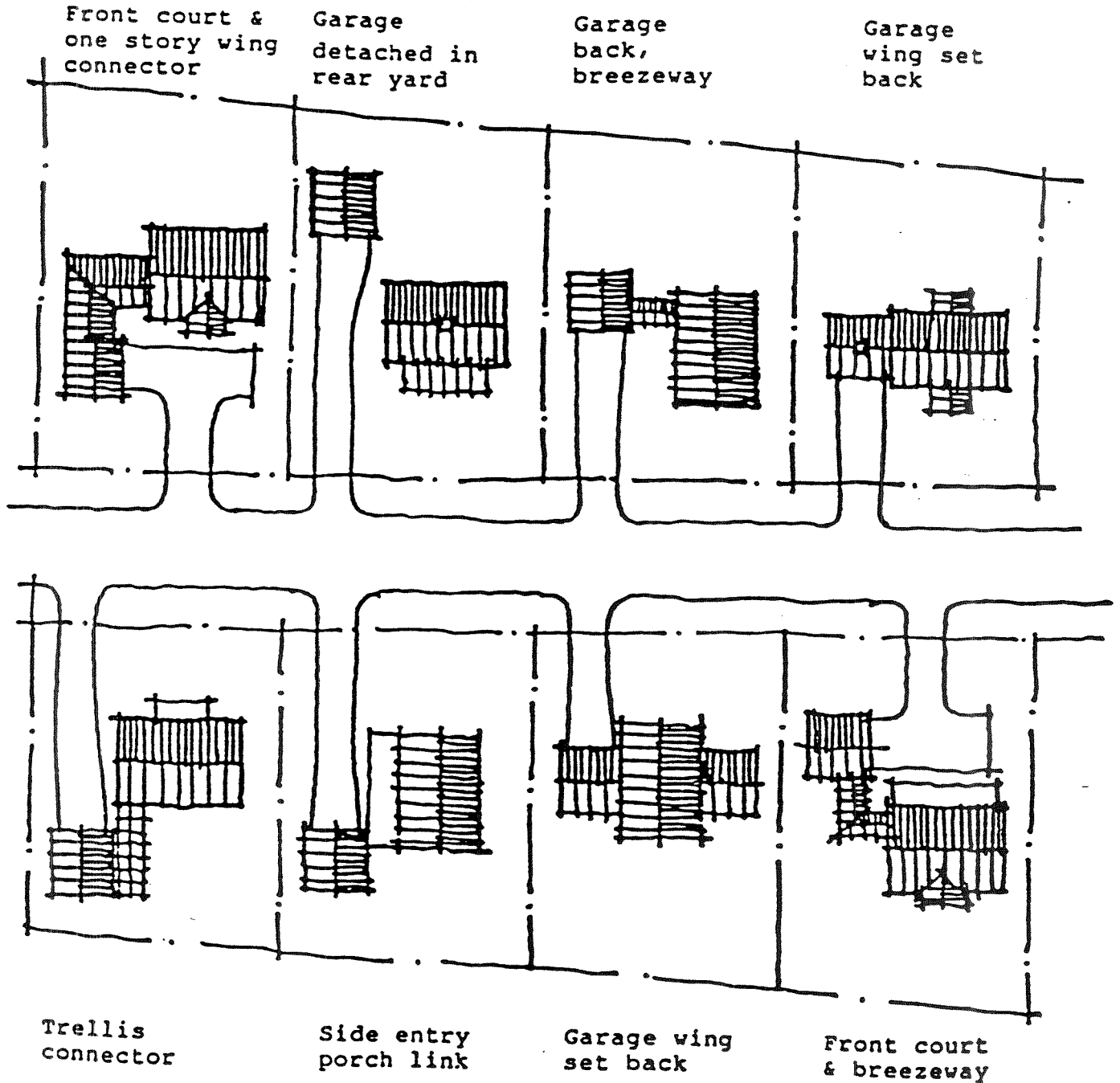
Miscanthus sinensis varieties	Maiden grass
Molinia caerulea varieties	Moor grass
Pennisetum alopecuroides	Fountain grass
*Uniola panicolata	Sea oats

APPENDIX 2**Amendment to Section 10.4.7. of ECC Guidelines
and new Section 100.4.7.1. of ECC Guidelines
(refer to Paragraph 7G)**

100.4.7. In general, the bulk (height, width, length) of the on-site structures shall not be proportionally excessive for the lot on which it is placed. For lots with a building area (gross area less setbacks) of 2,000 square feet or less, buildings may cover 100% of the building area. Subject to the provisions of Section 100.4.7.1 below, for lots with a building area over 2,000 square feet the percent coverage shall decrease from 100% to 50% between 2,000 square feet and 5,000 square feet (see Tables 100.4.6A and 100.4.6B). All lots with building area over 5,000 square feet will be limited to 50% coverage. Open decks will not be included in the building coverage calculations.

100.4.7.1. In addition to the coverage permitted in Section 100.4.7. above, in all sections of the Ocean Pines Subdivision which include single-family detached numbered residential lots, if more than 30% of the total land area of any such section is dedicated for open space or for use for storm water management purposes and is not included in the area of any lot or parcel to be sold to members of the general public or in a parcel to be used for community uses or for tennis courts, swimming pools, golf courses, marinas or other active recreational uses, ("Excess Open Space"), then, in such event, each single-family numbered residential lot in such section shall be entitled to an additional coverage credit equivalent to the total number of square feet of Excess Open Space in the section divided by the total number of single-family numbered residential lots in the section.

EXHIBIT A



GARAGES TREATED AS DISTINCT ELEMENTS

18th Jan¹² The foregoing Declaration of Covenants
 for record and is accordingly recorded among the land records of
 Worcester County, Md. in Liber, R.H.O. No. 2231 folios 1 thru 30

Richard H. Rutter

Clark

AMENDMENT TO
DECLARATION OF RESTRICTIONS
OCEAN PINES
WHITETAIL SANCTUARY
SECTION 15B

(FORMERLY KNOWN AS THE SANCTUARY)

THIS AMENDMENT TO DECLARATION, made this 5 day of

IMP FD SURE \$ 2.00
RECORDING FEE 20.00
TOTAL 22.00
Rest # 4001 Rpt # 16606
RHO # 4064 Blk # 424
Mar 06 1996 10:18

HAR 6 10 11 AM '96
RICHARD H. CUTLER -
CLERK
WORCESTER COUNTY

FILED

March, in the year nineteen hundred and ninety-six (1996) by OCEAN PINES, L.L.C., a Delaware limited liability company, herein referred to as "Declarant" and Sanctuary of Ocean Pines Limited Partnership, herein referred to as "Assignee of Declarant," WITNESSETH:

Handwritten initials

WHEREAS, on December 19, 1995, Declarant entered into a Declaration of Restrictions (the "Declaration") for Section 15B (referred to therein as "THE SANCTUARY") of the Ocean Pines general subdivision; which Declaration was duly recorded among the Land Records of Worcester County, Maryland on January 12, 1996 in Liber R.H.O. 2231 Folio 1; and

WHEREAS, on February 1, 1996, Declarant conveyed Section 15B to Assignee of Declarant by deed recorded among the land records of Worcester County on February 6, 1996 in Liber R.H.O. 2239 Folio 271; and

WHEREAS, on February 1, 1996, Assignee of Declarant duly recorded the Plats for Sections 15B among the Plat Records of Worcester

County, Maryland in Plat Book R.H.O. 145 Folio 38; Section 15B being referred to in said plats as "WHITETAIL SANCTUARY," and

WHEREAS, it is intended hereby to conform the Declaration to the plats by substituting "WHITETAIL SANCTUARY" for "THE SANCTUARY" wherever such phrase appears in the Declaration and to make no other changes in the Declaration; Paragraph 12, in particular, concerning the Ocean Pines Association, Inc., being in no way affected by this Amendment to Declaration, and

WHEREAS, Paragraph 2B of the Declaration permits such an amendment to be made by Declarant, its successors and assigns, at any time prior to the sale of any Lot within Section 15B; and

WHEREAS, as of the date hereof, no Lot has been sold in Section 15B.

NOW, THEREFORE, Declarant and Assignee of Declarant hereby declare:

1. All references in the Declaration to "THE SANCTUARY" be and they are hereby changed to "WHITETAIL SANCTUARY, SECTION 15B."
2. In all other respects, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Ocean Pines L.L.C., Declarant, and Sanctuary of Ocean Pines Limited Partnership, Assignee of Declarant, have caused this Amendment to Declaration to be executed on their behalf by their proper officers, all as of the day and year first herein written.

ATTEST:

OCEAN PINES L.L.C.

By: BALFOUR HOLDINGS, INC., Manager

Ray F. Smith, Jr., Division President
Declarant

SANCTUARY OF OCEAN PINES LIMITED
PARTNERSHIP

Robert J. Short

By: SANCTUARY AT OCEAN PINES, INC.,
General Partner

By: *Robert J. Short*
Robert J. Short, President
Assignee of Declarant

IN WITNESS WHEREOF, Ocean Pines L.L.C., Declarant, and Sanctuary of Ocean Pines Limited Partnership, Assignee of Declarant, have caused this Amendment to Declaration to be executed on their behalf by their proper officers, all as of the day and year first herein written.

ATTEST:

OCEAN PINES L.L.C.

By: BALFOUR HOLDINGS, INC., Manager

[Signature]

[Signature]
Ray F. Smith, Jr., Division President
Declarant

Sanctuary of Ocean Pines Limited Partnership
By: Sanctuary at Ocean Pines, Inc., Assignee
By: Robert J. Short, President Partnership
Assignee of Declarant

STATE OF VIRGINIA

TO WIT:

COUNTY OF FAIRFAX

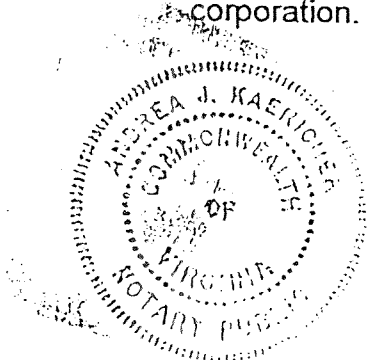
I HEREBY CERTIFY that on this 4th day of MARCH, 1996, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ray F. Smith, Jr., President of BALFOUR HOLDINGS, INC., a Nebraska corporation, and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

Andrea J. Kaericher
Notary Public

My Commission Expires:

March 31, 1999



STATE OF

TO WIT:

COUNTY OF _____

I HEREBY CERTIFY that on this ____ day of _____, 1996, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ray F. Smith, Jr., President of BALFOUR HOLDINGS, INC., a Nebraska corporation, and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

Notary Public

My Commission Expires:

STATE OF MARYLAND

TO WIT:

COUNTY OF WORCESTER

I HEREBY CERTIFY that on this 4th day of March, 1996, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert J. Short, President of Sanctuary at Ocean Pines, Inc., General Partner of Sanctuary of Ocean Pines Limited Partnership, a Maryland Limited Partnership, "Assignee of Declarant" herein, and on behalf of said Limited Partnership, did acknowledge the foregoing instrument to be the act and deed of said Limited Partnership.

AS WITNESS, my hand and Notarial Seal.

Robert J. Short
Notary Public

My Commission Expires:

01-10-99



I certify that I am an attorney admitted to the Bar of the Court of Appeals of Maryland and that I prepared the foregoing document.

Thomas P. Perkins, III

Thomas P. Perkins, III

**AFTER RECORDATION
PLEASE RETURN TO:**

Thomas P. Perkins, III, Esq.
Venable, Baetjer and Howard, LLP
2 Hopkins Plaza
1800 Mercantile Bank & Trust Bldg.
Baltimore, Maryland 21201

Telephone No.: (410) 244-7510

1996 MAR 6⁶ The foregoing Amendment filed To Declaration
for record and is accordingly recorded among the land records of the
Worcester County, Md. in Liber, R.H.O. No. 2247 folios 201 206
Richard H. Cutter Clerk