

REVISED AND RESTATED DECLARATION OF RESTRICTIONS

THE POINT

SECTION 17 - OCEAN PINES

PHASES 1, 1A, 2A & 2B

IMP FD SUR \$5	5.00
RECORDING FEE	75.00
TOTAL	80.00
Res# 10082	Acct # 67323
SW# 9681	Blk # 864
Dec 13, 2000	88:58 am

THIS DECLARATION, made this 12th day of December in the year two thousand (2000), by BANKER'S DEVELOPMENT, LLC, a Maryland limited liability company (herein after referred to as "Declarant"), and DAVID T. MEINHARDT, general manager of Banker's Development, LLC as attorney in fact, pursuant to lawful powers of attorney recorded prior hereto or simultaneously herewith for all parties as set forth on Exhibit A attached hereto and incorporated herein (hereinafter referred to as "Lot Owners"), WITNESSETH:

WHEREAS, Declarant is at time of recordation of these restrictions the owner or authorized representative of owners of all the real property set forth and described on that certain series of plats, entitled "SECTION 17 - THE POINT - PHASE 1 & 1A," "THE POINT, PHASE 2A," and "THE POINT, PHASE 2B" (herein called "the Plats"), which Plats are recorded or are intended to be recorded among the Land Records of Worcester County, Maryland, and are made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described in the Plats comprises Phase 1, 1A, 2A & 2B of Section 17, Ocean Pines, Worcester County, Maryland, generally known as "THE POINT," (herein called "the Section", or "The Point");

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 future phases for residential Lots which Declarant also intends to sell to the general public, as well as amenities, roadways and open space not intended to be sold to the general public; and

WHEREAS, Declarant desires to subject the Lots to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, herein 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 BRE/Ocean Pines, L.L.C., as the developer of Section 17 of the Subdivision;

WHEREAS, Lot Owners, by their attorney in fact, join herein for the sole purpose of subjecting their Lots to this Revised and Restated Declaration of Restrictions.

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.

12/8/00

FILED
00 DEC 13 AM 8:18
STEPHEN V. HALES
CLK. CT. CT
WOR. CO.

I, AN ATTORNEY AT LAW OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS EITHER PREPARED BY ME OR PREPARED UNDER MY SUPERVISION.



BANKER'S DEVELOPMENT, LLC
 102 PINE FOREST DRIVE
 OCEAN PINES, MD 21811

1. Applicability. 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. (OPA) in accordance with the provisions of Paragraphs 12.E and 12.F 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, 2011, after which time the same shall be extended for successive periods of ten years each, unless an instrument approved in writing by the Board of Directors of the OPA and signed by a majority of the then owners of Lots subject thereto 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; and provided further that Declarant itself must join in any such revocation of, or amendment to, all or any of these Restrictions, which revocation or amendment may be proposed by the successors or assigns of Declarant.

3. Mutuality of Benefit and Obligation.

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 the other Lots therein; to create reciprocal rights between the respective owners of all said Lots; to create privities 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 single-family residential or multi-family residential purposes set forth herein, on the Plats, or as provided by federal, state or local laws, rules or regulations, specified including, without limitation, the Worcester County Zoning Ordinance and the Worcester County Subdivision Control Act. Subject to the applicable provisions of the Architectural Review Committee of the Ocean Pines Association (hereinafter called "the ARC" and "the ARC 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. Introduction and Philosophy of Development.

- A. The standards and project-philosophy as set forth in this Declaration are meant to establish a level of aesthetics, which will benefit the value of individual homes and properties, and therefore the entire community. These standards will be the basis of the architectural review process.
- B. The Point is the last undeveloped residential section in Ocean Pines, and one of the last bayfront tracts of land available for homebuilding on the Isle of Wight bay. The site is comprised of woodlands, tidal and non-tidal wetlands, and as such supports much natural vegetation and a variety of wildlife. It is the stated goal of this community to maintain this natural condition and to build on the site in a way that is gentle to the land and results in a cohesive character with a strong sense of community identity. These standards are established to promote a harmonious diversity. Each new house design, while maintaining its individuality, should recognize its important role in reinforcing the established character of the community. The focus of these guidelines is to preserve the natural beauty of this magnificent land and to forge a community that will increase in value over time and one that will foster a superior quality of life. It is recommended that persons interested in building should obtain the services of an architect, landscape architect or other recognized professional design consultant.

6. Plans and Specifications to Be Submitted for Approval by Declarant and by Architectural Review Committee ("ARC") 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 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, subject to the execution of this Declaration by OPA, of the ARC. The composition and procedures of the ARC are set forth in Paragraph 8. The authority and prerogatives of the ARC provided for in this Declaration shall extend only to Lots and single family dwellings and shall not apply 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 ARC Guidelines.
- B. No clearing or pruning of any trees or shrubs or the alterations of any Lot shall be permitted at any time on any Lot without prior written approval of Declarant and the ARC, acting in accordance with the applicable design criteria hereinafter set forth in Paragraph 7 and the ARC Guidelines.
- C. Preliminary Plans shall be submitted initially to Declarant with an Application in the form attached hereto as Exhibit B (which form may be revised from time to time by Declarant) together with the review fee set forth below. 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 1/4

Inch equals one foot shall depict materials, detailing and color schemes that support the architectural styles. Declarant's fourteen day review period does not commence until Declarant has received a fully completed Application and Preliminary Plans.

- D. Final Plans shall be submitted to Declarant with the application form hereto as Exhibit B together with as many sets of plans and specifications as may be required by Declarant and by the ARC for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvement 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:
- 1) 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.
 - 2) 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 ARC.
 - 3) 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 submission of plans revised in accordance with Declarant's recommendations:
- 1) Single-Family Detached Lots
 - a) Architectural design not previously approved \$450
 - b) Architectural design previously approved \$150
 - 2) Review fees for residential products other than single-family, or for modified dwelling designs, or for commercial uses including amenities such as a proposed swimming pool and clubhouse, may be established from time to time by Declarant.
- F. Declarant shall have the authority to approve with conditions for revision, or disapprove the Final Plans and shall act within fourteen days from the receipt of a complete submittal thereof. Two sets of Final Plans, if approved by Declarant, shall be furnished to the ARC 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 the Design Criteria set forth in Paragraph 7; 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 ARC, 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.

7. Design Criteria of Declarant.

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

- A. Visual Theme. The visual theme for homes to be built in The Point is the character of traditional American seaside design. This design shall incorporate a variety of architectural styles in character with homes like those built in eastern coastal towns and regions of America prior to the early part of the twentieth century.
- B. Architecture.
- 1) Size. The minimum gross heated area for one-story homes shall be 1800 sq. ft., 2000 sq. ft. for one and one-half story homes, and 2200 sq. ft. for two-story homes. Each Lot shall have a minimum one-car garage at all times.
 - 2) Design. Designs shall reflect traditional American seaside character in architectural treatments visible from the street. Façade, roof and elevation treatments should make an attractive image from the street. Side and rear elevations must be architecturally consistent with front elevations as to materials, windows, etc. The treatment of the garage as a building element distinct from living areas is encouraged (see diagram attached as Exhibit C). A detached garage six feet from the rear property line is the preferred solution to preserve the desired traditional street setting. Front porches adequate for seating and white picket fences are encouraged to create a friendly streetscape. Details, trim sizes and entries in character with style must be clarified in submittals. Designs are expected to capture the essentials that distinguish the style. Window, door, entry and railing designs shall reflect the design theme.
 - 3) Identical Design. Homes that are substantially identical in design shall not be in direct view from each other.
 - 4) Siding. Sidings should be lap or shingle siding in plain or traditional American seaside profiles and exposures. Cedar siding is encouraged. Best available grade for all exterior wood. Synthetic siding will be reviewed for appearance and quality and samples must be included in preliminary submittal. Acceptable examples are the higher quality beaded lap or simulated cedar shake vinyl siding. Brick (or stone) siding in combination with lap or shingle siding is in keeping with the style and is encouraged, however, all brick (or all stone) traditional colonial homes are not considered in keeping with a seaside style.

- 5) Mechanical. Technical appurtenances shall be screened from street view. Wall penetrations by dryer vents, hubs, meters, or similar contemporary fitting, are not permitted on street elevations nor the first ten feet of wall returning from them.
- 6) House/Trim Color. House colors shall be muted colors and trim colors shall be white or muted colors. Bright colors may be used only in muted versions for doors or shutters. Metal and vinyl 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 trim colors. A House color may not be used if it duplicates the color of an adjoining house or the house directly across the street, except if the house color is white or cedar shingle.
- 7) Masonry. Brick or masonry veneer is required on exposed foundation walls on the front elevation of the home and shall be wrapped a minimum of 24" around the side elevation of the home. Brick or masonry veneer is encouraged for chimneys, front stairs and stoops, and exposed foundation walls. Front entry walks shall be brick, stone, concrete (or stamped concrete) or taffy (concrete with oyster shell). Cantilevered chimneys are not permitted. Square or rectangular flue tops are the preferred character.
- 8) Roof. Cedar shingle or shake roofs are strongly encouraged. Composition shingles shall be architectural shingles, medium to dark muted grays or other colors consistent with the style. Metal roofs in traditional raised seam design and muted color are encouraged. Extruded metal roofing is not acceptable. Roof gables shall have a minimum pitch of 8 in 12. Flatter hip and porch roofs are in character. Roof penetrations by vents, flues or skylights should be low in profile so as not to be readily visible from the street. Roof ventilation should utilize through-wall louvers where possible as an opportunity to embellish architectural interest, or alternatively low profile ridge vents with shingle cover.
- 9) Awnings. Canvas awnings are permitted on side and rear elevations, and are permitted on front elevations on a case by case basis. Colors shall be muted tones, however, bright colors on accent awnings will be permitted on a case by case basis.
- 10) Exterior Lighting. 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. Fixtures shall be harmonious with the architectural style of the home.

C. Site.

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:

- 1) Dwelling.
 - a) Front yard:

- (1) Twenty-five feet (25') from any front line of each Lot abutting a street. Landings and stairs not more than 25 sq. ft. may encroach into the front yard setback as per Worcester County Code. Subject to the setback requirements, dwellings should be located as far forward on the Lot as possible (i.e. to within 6" of the front setback line), except for riparian waterfront Lots or Lots for which a location further back will enhance the dwellings water or marsh view.
- (2) For Lots in Phase 2B fronting on a common access easement, the front yard shall be set back a minimum of twenty feet (20') from the back of the common access easement.

b) Side yards:

- (1) Phase 1,1A & 2B: Eight feet (8') from each Lot side line.
- (2) Phase 2A: Six feet (6') from each Lot side line.

c) Rear yards: Thirty feet (30') from the rear Lot line, but not less than fifteen feet (15') from any interior bulkhead surface, whichever is greater.

2) Garage.

- a) Type. To protect the traditional streetscapes from the strongly non-traditional visual effect of garage doors, rear yard detached or semi-detached, side yard or courtyard garages are required as described in Paragraph 7.B.2 above and Exhibit C. Garage doors shall be paneled.
- b) Detached Garage Setbacks. Detached garage or semi-detached garage (breezeway-attached, where the garage is a minimum of six (6') feet from the house and the breezeway is covered but not heated or conditioned space) or similar ancillary structure (storage, gazebo).
 - (1) Front yard: Fifty feet (50').
 - (2) Side yards: six feet (6').
 - (3) Rear yards: six feet (6').
- c) Attached Garage. Attached garages include side yard, or side entry garages and courtyard garages (See Exhibit C). Attached garages are considered part of the Dwelling and as such shall conform to dwelling setbacks as described in paragraph 7.C.1 above.
- d) Subject to the applicable provisions of the ARC Guidelines and except as provided by applicable federal, state or local laws or regulations, 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 7.C.1 or 7.C.2 herein above.

3) Clearing.

- a) The designer should walk the site prior to design to evaluate tree cover and views. 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 10 feet of the foundation may be cleared.
- b) Except for front yard lawn configurations sufficient to provide a setting for the homes, and other areas within yard lines where outdoor improvements are designed, tree clearing should be selective, favoring trees bordering and reinforcing side and rear property lines. The surface of areas not cleared for construction must be undisturbed by construction activity or storage. All stumps must be removed from construction areas, or cut flush or ground flush with the surrounding earth.
- c) Where wooded Lots have water views, those views may be opened up by removing understory shrubs and trees up to 6 inches in diameter, as measured 36 inches above grade, or by pruning branches up to twenty feet above grade. Invasive material (greenbrier, poison ivy, phragmites) may be cleared without restriction subject to local, state and federal regulations. This set of requirements is not intended to preclude any clearing of a non-tidal wetland area that may in the future be permitted by a qualified regulatory agency.
- d) Within tidal or non-tidal wetlands and the 25 foot setback around them, activities involving cutting or removing vegetation are regulated and shall be done only in accordance with the law.

- 4) Landscaping. 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. A three-foot (one foot for Phase 2A) wide "greenbelt" buffer shall be provided along any common side Lot line where a driveway on the Lot cannot encroach. The greenbelt buffer shall be left in its natural state or shall be planted with shrubs from the front utility easement to the garage face for visual closure at maturity. "Foundation" plantings must be expressed as part of an overall design. Shrubby and ground cover shall be sized and spaced to fill in the design intent in three to four years.
- 5) Street Trees. Street trees shall be planted approximately 25' apart along residential Lot lines adjoining streets in straight lines exactly 7' behind the Lot line, set back 3' from driveways. Tree methods shall conform to the standards of the American Association of Nurserymen and best industry standards. Species shall be white or pink Yoshino Cherry (*Prunus yedoensis*) throughout, 2-1/2"-3" caliper, ball and burlap (see Appendix 1).
- 6) Front Yard Ground Cover. Front yards should contain some evergreen groundcover and some lawn. Naturalizing ground covers are preferred to lawn in rear yard. 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. Plants should be selected from the list in Appendix 1. Type, location and size of plant materials and seed or sod areas shall be shown on plats. See list of approved plant materials, set forth in Appendix 1 attached hereto and made a part hereof.

- 7) White Picket Fence; Hedge. White picket fencing in a variety of traditional designs, 36" to 42" in height, or a hedge, is required along street frontages. Identical designs shall not be used on adjacent homes. Fencing shall be located ten feet behind the property line, at the back face of the utility easement. Hedge sheared at three feet is encouraged as an alternative in the same location. Installations shall be set back three feet from driveways.
 - 8) Driveway. Driveways shall be proprietary colored stamped concrete, concrete pavers, taffy (plain concrete with oyster shell particles), exposed aggregate concrete, concrete, oyster shell or clamshell, washed or crushed stone, or asphalt. Driveways shall be a minimum of 9' in width and shall not exceed 19' in width in the front yard area. A 15" round drainage pipe, or 11" x 17" squash drainage pipe, is required under the driveway (see Exhibit D) to which adjoining grades shall be worked at 1:2-1/2 slopes. Pervious material shall be 3" minimum compacted to reduce weed growth.
 - 9) Patios, Decks. 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 another Lot. Pool decks more than 25 inches above grade, and spa decks over 36 inches above grade are not permitted. Pools, spas and play equipment shall not be located in a front yard.
 - 10) House Numbers. House numbers shall be located on mailboxes only as described below.
 - 11) Mailboxes. Mailboxes shall be uniform white cast iron with 3" brass house numbering, white post and custom logo as produced for The Point residents by Imperial Mailbox Systems, model 631 as described on Exhibit E and shall be installed at the end of the driveway so that postal mail carriers can deliver to the mailbox without leaving their vehicle.
 - 12) Community Sign. Declarant shall construct a community sign and entrance feature to be in architectural conformance with the design theme and proposed clubhouse. Landscaping shall screen any electrical equipment.
- D. Exceptions. Declarant reserves the right to waive any of the above design criteria, or impose additional restrictions, provided such waiver or additional restriction, in Declarant's sole discretion, would enhance or otherwise reinforce the design character and appearance of the community, preserve the natural beauty of the land, or otherwise protect the value, desirability and attractiveness of The Point.
- E. Multi-Family. Multi-Family design standards shall be consistent with the architectural design theme and shall be subject to criteria to be established by Declarant.
- F. Amenities. Amenity building design standards shall be consistent with the architectural design theme and shall be subject to criteria to be established by Declarant.

8. Composition, Procedures and Design Criteria of Architectural Review Committee of Ocean Pines Association, Inc.
- A. The ARC 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"). ARC 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 ARC building application on forms approved by the ARC 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 ARC as authorized by the Guidelines in Paragraph 8.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 ARC expenses. No additional fee shall be required for submission of plans revised in accordance with ARC recommendations.
- C. The ARC 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 ARC for its permanent files. The procedure for notifying the person submitting plans and specifications shall be as set forth in the Architectural Review Committee Guidelines referred to herein.
- D. Subject to the plans provisions of Paragraph 8.H, the ARC shall have the right to disapprove any plans, specifications or details submitting 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 ARC 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 ARC shall be final, subject to the appeal process set forth in subparagraph 8.E hereof.
- E. Appeal process. There shall be an appeal process from decisions of the ARC, 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 ARC 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 8.H, approval shall be based upon the ARC Guidelines (the "ARC Guidelines") adopted April, 1999, a copy of which is attached

hereto as appendix 2 and made a part hereof. No changes may be made in the ARC 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 ARC Guidelines or interpretation thereof by the ARC 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.

9. General Prohibitions and Requirements.

- A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot in the Section or Subdivision.
- B. 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 ARC. 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.
- C. No temporary house, trailer, recreation vehicle, tent, garage, or other outbuilding shall be placed, erected or parked on any Lot, provided, however, that the ARC may grant permission to any such temporary structure or recreational vehicle if effectively screened and in accordance with ARC 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 areas 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.
- D. Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with the plans and specifications as approved, within twelve (12) months from commencement.
- E. 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.
- 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 Paragraph 6 and 7 above, all signs, billboards, or advertising structures must be approved in writing by Declarant and the ARC.
- H. No stripping down, partially wrecked, or junk motor vehicle, or sizable part thereof, shall be permitted to be parked on any street in the Section or 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 ARC by fencing or shrubbery. Everyday outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened in or so placed and kept as not to be

visible from any street or waterway 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 or waterway 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 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 other users of any street or waterway within the Section or Subdivision, unless the prior written approval of the ARC 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 by 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. A Satellite Dish may be installed subject to the ARC Guidelines and the approval of Declarant.
- R. No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulate 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 a 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.

10. 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 purpose hereof and provide 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 ARC shall apply the same standards in reviewing requests for variances for Lots, however, the ARC may not grant any variances for any Building Application for any Lot in this Section pursuant to the ARC 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 ARC 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.

11. Easement.

- 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:
 - 1) For use and maintenance of drainage courses and unobstructed flow lines of all kinds, those areas designated on the Plats as "Drainage 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 flow ways.

- 2) For maintenance and permanent control of slopes in the slope control areas set forth in notes regarding slope easements on the Plats.
 - 3) 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 telephone and television facilities, such easements to be granted upon request of the applicable or utilities.
 - 4) For drainage, maintenance, dredging and the preservation of the navigation and recreational use of all waterways. 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 Declarant.
 - 5) For construction and maintenance of a section entrance sign, directional signs, portal and landscape improvements.
- 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 side the front property lines of each Lot 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 11.B 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, or which damage or interfere with established slope ratios or create erosion or sliding problems provided, however, that where 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 spaces 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.

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

- A. Streets. Each of the streets in the Section designated on the Plats are private streets until such time as the OPA shall accept conveyance of the streets in the Section pursuant to an agreement with the OPA.
- B. Homeowners Association. Every owner of property within the Section shall be required to join the Homeowners Association entitled "The Point Homeowners Association" (the "Homeowners Association"). The purpose of the Homeowners Association is to provide for the maintenance of amenities and other property within the Section that will be either; (a) utilized as amenities exclusively for the property owners and/or residents within the Section (to the exclusion of the remainder of property owners within Ocean Pines Subdivision) or; (b) for the maintenance of property designated as open spaces, entrance facilities, sidewalks, or other public areas not under single ownership which are not accepted for ownership by Ocean Pines Association, Inc. The formation of, and obligations of the members of, the Homeowners Association shall be as set forth in the provisions of Title 11B of the *Real Property Article* of the Annotated Code of Maryland. The provisions of the assessment structure and provisions for the collection of assessments of the Homeowners Association shall, likewise, be as set forth in Article 11B of the *Real Property Article* as aforesaid.
- C. Entrance: The entrance to The Point shall be constructed on property owned by Banker's Development, LLC, except for the entrance pavilion to be located in the center of Ocean Parkway at the entrance to the section. The entrance pavilion shall be constructed by Declarant, in accordance with plans approved by Ocean Pines Association, Inc., and at the expense of Declarant, and, the facility shall be maintained by OPA in a similar manner as other Section entrances. In the event that Declarant wishes any special materials to be utilized in the maintenance by OPA, it shall provide and install those materials at its sole expense.
- D. The ownership in any amenity area within the Section, which may include parks, pedestrian paths, clubhouse(s), gazebos, beaches, waterways, ponds, recreational facilities, playgrounds or other common areas 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, and shall not be conveyed to OPA. The use and enjoyment thereof shall be limited to the exclusive use and benefit of property owners in The Point or, shall be for the exclusive use and benefit of property owners in The Point and other members as Declarant, its subsidiaries, affiliates, successors or assigns, shall from time to time license. Therefore amenity areas shall remain private facilities unless conveyed as set forth in Paragraph E with the use thereof only of members of OPA, and their guests.
- E. Any amenity areas and improvements in the Section devoted to the exclusive use and benefit of residents of The Point shall be maintained by Declarant or a Homeowners Association consisting of all owners of properties within the Section as established in Paragraph B hereof. The OPA shall have no obligation to maintain any such areas unless, upon receiving a request from Declarant or the Homeowners Association to assume such ownership and maintain same, the OPA decides in its sole discretion to do so.
- F. 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.

- G. 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 storm water easements, and drainage 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.
- H. Phase 2B Common Access Easements. The Plats for Phase 2B show a common access easement area on Lots 112, 113, 114, 115, 116, and 117 which is reserved and dedicated for each of said Lots over the other for the purposes of ingress and egress to Ocean Parkway. Similarly, the Plats for Phase 2B show a common access easement area on Lots 121, 122, 123 and 124 which is reserved and dedicated for each of said Lots over the other for the purposes of ingress and egress to Ocean Parkway. Also, the Plats for Phase 2B show a common access easement on Lots 119 and 120 which is reserved and dedicated for Lots 118, 119 and 120, and the Remaining Lands of Declarant for purposes of ingress and egress to Ocean Parkway. As referenced in General Note #23 on the Plats for Phase 2B, Declarant will construct these common access easement roads to Worcester County road standards, and the Lot owners to which the common access roads abut will be responsible for maintenance of these constructed common access easement roads to Worcester County road standards on a equal pro rata basis. Additionally, Lots 113, 114, 115, 116, 122 and 123 agree to provide Declarant, its successors or assigns (including The Point Homeowners Association), access to the portion of their Lots between Ocean Parkway and their respective common access easements for purposes of community landscaping. Declarant, its successors or assigns (including The Point Homeowners Association) shall be responsible for maintaining this community landscaping area.

13. 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 a 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 streets within the Subdivision; the appurtenant drainage and slope easements reserved by Declarant; and shall be responsible for providing fire and police protection for the residents of the Subdivision. Maintenance and upkeep of any docks, shoreline stabilization, rip rap or bulkheads to be constructed pursuant to the appropriate permits in The Point shall be the sole responsibility of each riparian owner who shall cooperate with adjacent property owners in the maintenance and repair of contiguous bulkheads in the Section. 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 the streets 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 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 the 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 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 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 less than 20,000 square feet in size; (IV) Seventy-five Dollars (\$75.00) for each non-waterfront Lot 20,000 square feet in size or more than one-half in size or more than one-half times the uniform annual charge imposed upon Lots described in (III) above, whichever is greater; provided, however, that subject to the further proviso set forth below, waterfront assessment in The Point shall not exceed comparable waterfront assessments levied from time to time by OPA in Section Fourteen B (Tern's Landing). 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 properties shall pay such annual charges with respect to each multi-family residential property unit located thereon as shall be one-half (1/2) of the annual charge 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, 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, tennis court, swimming pool, clubhouse, clubhouse grounds, or other like recreational facilities within the Subdivision.

- 1) 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.
- a) If any 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 in the Circuit Court of Worcester County, Maryland. Every such lien may be established and enforced in accordance with the provisions 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 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.

- b) The OPA shall upon demand at any time furnish a certificate in writing signed by an officer or authorized person of the OPA certifying that the charges on a specified Lot or Parcel have been paid or that certain charges against 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 or waterways 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).
- 1) For any period during which any OPA charge (including the charges and fines, if any, assessed under paragraphs 13.D, 14 and 15 of those Restrictions) owed by the member or associate member remains unpaid;
 - 2) 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.

14. Speed Limits and Traffic Regulations. Speed limits for streets and waterways and the rules governing all traffic regulation 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 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 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 13.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 13.G of the Restrictions. All speed limits and traffic regulations shall be in conformance with Maryland Law.
15. OPA'S Right to Perform Certain Maintenance. 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.
16. 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 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 Declaration of Restrictions of Ocean Pines or the ARC 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 attorneys' fees therein, including attorneys' fees incurred in connection with any appeal or decision of the 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 15 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.
17. Grantee's Acceptance.
- A. A 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 waterways.
18. Severability. 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.
19. Captions. 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, Banker's Development, LLC, 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 purposes set forth in Paragraph 13.H 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:

BANKER'S DEVELOPMENT, LLC



By:


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General Manager

Kimberly B Carmine

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David T. Meinhardt
By: David T. Meinhardt
Attorney in Fact

FRANKLIN P. & ANDRIA B. WATKINS

Kimberly B. Carmine

David T. Meinhardt
By: David T. Meinhardt
Attorney in Fact

CARMEL B. WHETZEL

Kimberly B. Carmine

David T. Meinhardt
By: David T. Meinhardt
Attorney in Fact

Kimberly B. Carmine

FRED SR. & SANDRA A. WHITON

David T. Meinhardt
By: David T. Meinhardt
Attorney in Fact

Kimberly B. Carmine

JEROME L. & MILDRED P. WISE

David T. Meinhardt
By: David T. Meinhardt
Attorney in Fact

STATE OF: MARYLAND

COUNTY OF: SOMERSET

TO WIT:

I HEREBY CERTIFY that on this 8th day of December, 2000, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David T. Meinhardt, General Manager, Banker's Development, LLC, a Maryland Limited Liability Company and on behalf of said company did acknowledge the forgoing instrument to be the act and deed of said company.

AS WITNESS, my hand and Notarial Seal.

Kimberly B. Carmine
Notary Public

My Commission Expires

10/18/04

STATE OF: MARYLAND

COUNTY OF: SOMERSET

TO WIT:

I HEREBY CERTIFY that on this 8th day of December, 2000, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David T. Meinhardt, attorney in fact for Mario H. & Barbara J. Acuna, Lawrence A. II & Linda D. Barrett, Steven & Susan V. Bledsoe, Charles V. & Betty Suehle, Howard R. & Patricia S. Bushy, Gerard J. & Patricia A. Cummings, Douglas D. & Pamela W. D'Alexander, Charles M. D'Amico and Kathleen A. Walrod D'Amico, Lawrence P. Downs, Stuart R. & Susanna L. Eisenman, F & E Frischkorn, Inc, Edward J. & Ann F. Finnegan, Peter D. Jr. & Frances M. Gomsak, Paul S. & P. Doris Gross, H & H Properties, LLC, Mark W. & Aimee E. Hammond, James A. & Jessica L. Haslbeck, Mark S. & Patricia M. Holloway, Adel H. & Cynthia Iskander, Thomas P. & Sandra L. Kappes, Cecelia V. Klein, Dennis E. & Patricia A. Knorr, Edward A. & Sandra G. Lawless, Mary Jane Mackin, Charles E. & Sharon B. Marble, Martin Groff Construction Company, Carmine & Maria C. Melchiorre, Ross W. & Margaret L. Medlar, Donald E. & Cherly V. Nedersotek, Newport Properties, Inc., Joseph L. Pino, Michael G. & Joanne M. Podracky, James T. & Claudia R. Reyerson, R.F. Poremski Company, Inc., Shore Siding, Inc., Stuart & Pamela Smolins, T. Matte Home Builders, Inc., Brenda S. Truelove, Tina M. Turner, Austin J. & Barbara Ward, Franklin P. & Andria B. Watkin, Carmel B. Whetzel, Fred Sr. & Sandra A. Whiton, Jerome L. & Mildred P. Wise (collectively, the "Parties"), and on behalf of said Parties, did acknowledge the foregoing instrument to be the act and deed of said Parties.

AS WITNESS, my hand and Notarial Seal.

Kimberly B. Carmine
Notary Public

My Commission Expires

10/18/04

ASSIGNMENT OF PLAN AND SPECIFICATION REVIEW AUTHORITY
REVISED AND RESTATED DECLARATION OR RESTRICTIONS

THE POINT
SECTION 17 - OCEAN PINES - PHASES 1, 1A, 2A, & 2B
MARYLAND

In accordance with the REVISED AND RESTATED DECLARATION OF RESTRICTIONS, THE POINT, SECTION 17 - OCEAN PINES PHASES 1, 1A, 2A & 2B (Declaration of Restrictions) plans and specifications for improvements to each and every numbered lot therein is subject to the review and approval of the Declarant. The authority for said review and approval together with specific procedures for submission is outlined in paragraph 6 of the Declaration of Restrictions. The related design criteria to be used for review is outlined in paragraph 7. Paragraph 6.H grants the Declarant the right to assign all or any part of its rights therein by recording among the Land Records Of Worcester County, a document evidencing such assignment and/or termination.

The Declarant, Bankers Development, LLC, hereby grants and conveys to The Point Homeowners Association its rights established in paragraphs 6 and 7 of the REVISED AND RESTATED DECLARATION OF RESTRICTIONS, THE POINT, SECTION 17 - OCEAN PINES PHASES 1, 1A, 2A & 2B.

The Point Homeowners Association, Inc. hereby accepts the assignment of the Declarant's rights established in paragraphs 6 and 7 of the REVISED AND RESTATED DECLARATION OF RESTRICTIONS, THE POINT, SECTION 17 - OCEAN PINES PHASES 1, 1A, 2A, & 2B.

Attest:

David T. Menhardt

The Declarant, Bankers Development, LLC

By: *David T. Menhardt* Date: 10-13-08

David T. Menhardt, General Manager
Bankers Development, LLC
101 Points Reach
Ocean Pines, Maryland 21811

IMP. FD. SURE F	20.00
RECORDING FEE	20.00
TOTAL	40.00
Rest. WORK	20.00
SVN 2152	2.00
Oct 29, 2008	0.15

STEPHEN V. DALES
CLERK OF
WORCESTER
COUNTY
2008 OCT 29 P 1:52
FILED

Attest:

Janet B. Morse

The Point Homeowners Association

By: *Janet B. Morse* Date: 10/2/08

Janet B. Morse, President
The Point Homeowners Association, Inc.
P O Box 1282
Ocean Pines, Maryland 21811

OCT 29 2008
The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,

COPY

THE POINT HOMEOWNERS ASSOCIATION, INC.
P.O. Box 1282
Ocean Pines, MD 21811

EXHIBIT "A"

LISTING OF LOT OWNERS

LOT OWNER	LOT NUMBER	DEED REFERENCE
Mario H. & Barbara J. Acuna	79	
Lawrence A., II & Linda D. Barrett	90	Liber 2934 Folio 19
Steven & Susan V. Bledsoe, and Charles V. & Betty Suehle	71	Liber 2834 Folio 87
Howard R. & Patricia S. Busby	23	Liber 2796 Folio 386
Gerard J. & Patricia A. Cummings	53,54,55	Liber 2934 Folio 22
Douglas D. & Pamela W. D'Alexander	89	Liber 2752 Folio 32
Charles M. D'Amico & Kathleen A. Walrod D'Amico	22	Liber 2913 Folio 1
Lawrence P. Downs	25	Liber 2745 Folio 499
Stuart R. & Susanna L. Eisenman	16	Liber 2913 Folio 404
F & E Frischkorn, Inc.	30,31,36,49,64,65,66	Liber 2838 Folio 405
Edward J. & Ann F. Finnegan	70	Liber 2745 Folio 529
Edward J. & Ann F. Finnegan	83	Liber 2935 Folio 491
Peter D. & Frances M. Gomsak, Jr.	88	Liber 2745 Folio 506
Peter J. Grimes	72	Liber 2924 Folio 404
Paul S. & P. Doris Gross	24	Liber 2947 Folio 443
H & H Properties, L.L.C.	4,47,48	Liber 2745 Folio 443
Mark W. & Aimee E. Hammond	32	Liber 2746 Folio 548
James A. & Jessica L. Haslbeck	13	Liber 2745 Folio 519
Mark S. & Patricia M. Holloway	68	Liber 2891 Folio 7
Adel H. & Cynthia Iskander	75	Liber 2746 Folio 434
Thomas P. & Sandra L. Kappes	45	Liber 2745 Folio 509
Cecelia V. Klein	7	Liber 2745 Folio 536
Dennis E. & Patricia A. Knorr	42	Liber 2846 Folio 441
Edward A. & Sandra G. Lawless	33	Liber 2924 Folio 241
Mary Jane Mackin	35	Liber 2745 Folio 440
Charles E. & Sharon B. Marble	26	Liber 2745 Folio 467
Martin Groff Construction Company	29,52	Liber 2907 Folio 129
Carmine & Maria C. Melchiorre	8	Liber 2746 Folio 28
Ross W. & Margaret L. Medlar	27	Liber 2787 Folio 086
Donald E. & Cherly V. Nedersotek	21	Liber 2745 Folio 543
Newport Properties, Inc.	10,28,59,60,80	Liber 2880 Folio 189
Newport Properties, Inc.	39,40,41,43,57	Liber 2745 Folio 433
Joseph L. Pino	6	Liber 2784 Folio 521
Michael G. & Joanne M. Podracky	84	Liber 2746 Folio 557
James T. & Claudia R. Reyerson	38	Liber 2745 Folio 460
		Liber 2809 Folio 288

R.F. Poremski Company, Inc.	11,12,19,69,81,82	Liber 2745 Folio 403
Shore Siding, Inc.	5,50,51	Liber 2745 Folio 522
Stuart & Pamela Smolins	14,15	Liber 2746 Folio 552
T. Mattie Home Builders, Inc.	3,56,61	Liber 2745 Folio 516
Brenda S. Truelove	37	Liber 2745 Folio 446
Tina M. Turner	9	Liber 2745 Folio 426
Austin J. & Barbara Ward	85	Liber 2745 Folio 453
Franklin P. & Andrea B. Watkins	67	Liber 2910 Folio 128
Carmel B. Whetzel	2	Liber 2880 Folio 202
Carmel B. Whetzel	62,63	Liber 2930 Folio 71
Fred, Sr. & Sandra A. Whiton	44	Liber 2870 Folio 266
Jerome L. & Mildred P. Wise	58	Liber 2878 Folio 24

EXHIBIT "B"
THE POINT AT OCEAN PINES
ARCHITECTURAL CONTROL REVIEW APPLICATION

Lot#: _____

Date: _____ **LIBER 2950 FOLIO 192**

Owner: _____	Builder: _____
Phone: _____	Phone: _____
Mobile: _____	Mobile: _____
Fax: _____	Fax: _____

PRELIMINARY REVIEW: *(Information below to be completed by Bankers Development)*

Site Plans: Approved: Approved with Conditions: Rejected:
Preliminary Site Plan Submitted to include two (2) sets 20 scale site plan indicating existing tree locations, proposed clearing, grading and drainage plan, spot elevations, all fence locations, utility locations, location of additional structures, location of patios, decks, and exterior lighting, paving treatment, and planting by type.
 Received On: _____

Architectural Plans: Approved: Approved with Conditions: Rejected:
Preliminary Architectural Submitted to include two (2) sets completed floor plans and elevations at 1/4 scale including material and detailing information.
 Received On: _____

Colors & Materials: Approved: Approved with Conditions: Rejected:
Preliminary Color and Material Submitted to include two (2) sets of The Point at Ocean Pines Color & Material Selection Palette. Submit all forms and corresponding samples.
 Received On: _____

Application Fee: \$150.00 Received On: _____
(Payable to Bankers Development. Review of revised plan for previously submitted lot requires \$150 fee and new application.)

Comments:

Reviewed By _____ Date _____

FINAL REVIEW: *(Information below to be completed by Bankers Development)*

Site Plans: Approved: Approved with Conditions: Rejected:
Final Site Plan Submitted to include three (3) sets 20 scale site plan indicating existing tree locations, proposed clearing, grading and drainage plan, spot elevations, all fence locations, utility locations, location of additional structures, location of patios, decks, and exterior lighting, paving treatment, and planting by type.
 Received On: _____

Architectural Plans: Approved: Approved with Conditions: Rejected:
Final Architectural Submitted to include three (3) sets completed floor plans and elevations at 1/4 scale including material and detailing information.
 Received On: _____

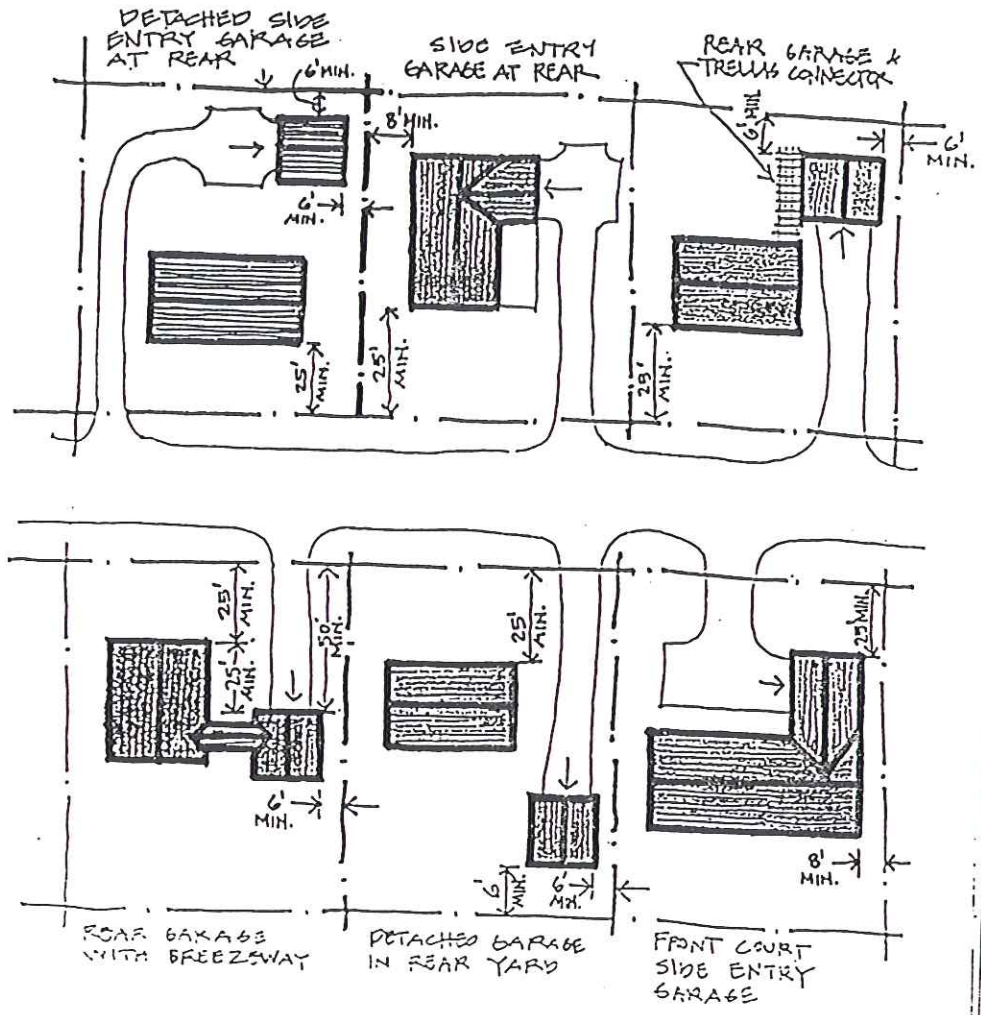
Colors & Materials: Approved: Approved with Conditions: Rejected:
Final Color and Material Submitted to include three (3) sets of The Point at Ocean Pines Color & Material Selection Palette. Submit all forms and corresponding samples.
 Received On: _____

Comments:

Reviewed By _____ Date _____

APPROVED FOR CONSTRUCTION: YES NO

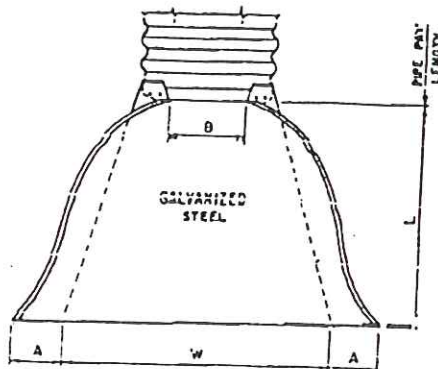
Dwight T. McInnis, General Manager
 Banker's Development LLC



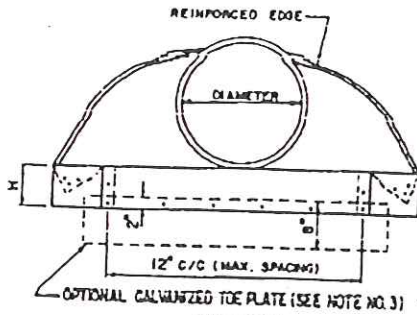
Garage Locations
THE POINT AT OCEAN PINES
Ocean Pines, Maryland 99.081



EXHIBIT "D"

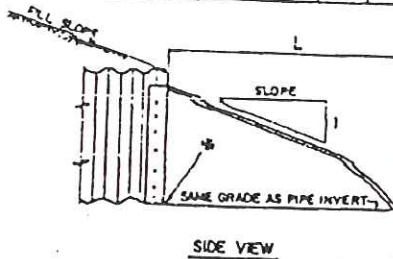


PLAN



END VIEW

DIMENSIONS								
PIPE DIA.	GA.	A	B	H	L	W	APPROX. SLOPE	UNIT
12"	10	6"	6"	6"	31"	24"	2 1/2	1 PC.
15"	10	7"	8"	6"	28"	30"	2 1/2	1 PC.
18"	10	8"	10"	6"	31"	30"	2 1/2	1 PC.
21"	10	9"	12"	6"	30"	42"	2 1/2	1 PC.
24"	10	10"	12"	6"	31"	48"	2 1/2	1 PC.
30"	10	12"	16"	8"	31"	60"	2 1/2	1 PC.
36"	10	14"	18"	8"	30"	72"	2 1/2	2 PC.
42"	10	16"	22"	11"	30"	84"	2 1/2	3 PC.
48"	10	18"	27"	12"	28"	96"	2 1/2	3 PC.
54"	10	20"	30"	12"	27"	108"	2 1/2	3 PC.
60"	12-6-0	22"	33"	12"	27"	114"	1 1/2	3 PC.
66"	12-6-0	24"	36"	12"	27"	120"	1 1/2	3 PC.
72"	12-8-0	26"	40"	12"	27"	126"	1 1/2	3 PC.
78"	12-8-0	28"	43"	12"	27"	132"	1 1/2	3 PC.
84"	12-8-0	30"	46"	12"	27"	138"	1 1/2	3 PC.



SIDE VIEW

INVERT ELEVATION TO BE AT THE PIPE END OF THE STANDARD END SECTION. ELEVATIONS TO BE NOTED ON THE CONSTRUCTION PLANS.

NOTES:

1. ALL 3 PIECE UNITS TO HAVE 12 GA SIDES AND 10 GA CENTER PANELS (EXCEPT 48" AND 54" PIPES, ALL PANELS SHALL BE 12 GA). WIDTH OF CENTER PANELS TO BE GREATER THAN 20% OF THE PIPE PERIPHERY. MULTIPLE PANEL UNITS TO HAVE LAP SEAMS WHICH ARE TO BE TIGHTLY JOINED BY 3/8" GALVANIZED RIVETS OR BOLTS.
2. FOR 60" THRU 84" SIZES, REINFORCED EDGES TO BE SUPPLEMENTED WITH GALVANIZED STIFFENER ANGLES. THE ANGLES WILL BE 2" x 2" x 1/4" FOR 60" THRU 72" DIAMETER AND 2 1/2" x 2 1/2" x 1/4" FOR 78" AND 84" DIAMETER. THE ANGLES TO BE ATTACHED BY 3/8" GALVANIZED NUTS AND BOLTS.
3. TOE PLATE SHALL BE USED WHEN SPECIFIED ON THE PLANS. COST OF TOE PLATE TO BE INCLUDED IN BID PRICE PER EACH OF METAL END SECTION.
4. TYPE 3 CONNECTION INCLUDES ONE FOOT OF PIPE LENGTH FOR 42" THRU 84" DIAMETER AS A CONNECTOR SECTION. THE CONNECTION SECTION WILL BE ATTACHED TO THE END SECTION BY GALVANIZED RIVETS OR BOLTS. SEE STANDARD MD-370.11.
5. WHERE END SECTION IS TO BE APPLIED TO A STRUCTURAL PLATE PIPE, THE END SECTION SHALL BE ORDERED WITHOUT THE ONE FOOT OF PIPE LENGTH AS STIPULATED IN NOTE 4; INSTEAD, CALL HOLES AND FIELD BOLT THE END SECTION DIRECTLY TO THE STRUCTURAL PLATE PIPE.

** ALTERNATIVE: 11"x17" SQUASH PIPE


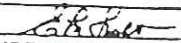
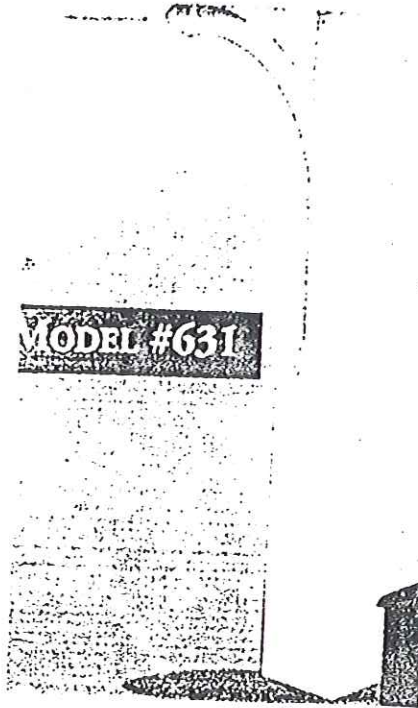
APPROVAL		 Maryland Department of Transportation STATE HIGHWAY ADMINISTRATION STANDARDS FOR HIGHWAYS AND INCIDENTAL STRUCTURES STANDARD METAL END SECTION ROUND METAL PIPE STANDARD NO. MD-370.01
 COUNTY DEPT. ENGINEER-HIGHWAY DEVELOPMENT	DATE 4-21-66	
REVISIONS DATE APPROVED ACQUISITION		
8-28-56		12-12-58

EXHIBIT "E"

631

MODEL #631



APPENDIX I: 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
Cersis 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)
*Chamaecyparces 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 vaseyi	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

Plats recorded in Plat Book S.V.H. 166, Folio's 45 thru 47.

Plats recorded in Plat Book S.V.H. 166, Folio's 48 thru 50.

DEC 13 2000 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Allyson V. Baker Clerk