

LIBER 2213 FOLIO 254

DECLARATION OF RESTRICTIONS

OCEAN PINES

MARINA VILLAGE TOWNHOMES

THIS DECLARATION, made this 27th day of OCTOBER 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 "MARINA VILLAGE TOWNHOMES" (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

WHEREAS, all of the real property described in the Plats comprises in the aggregate a part or section generally known as MARINA VILLAGE TOWNHOMES (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 attached townhouses (herein collectively called "the Parcels") set forth and described in the Plats, which Declarant, its successors and assigns, intend 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 Parcels; and, before doing so, it desires to subject them to and impose upon them mutual and

*Witness to Stephen T. Greenwood, Esq.
Carole T. H. & Esq.
611 Eastern Shore Dr
Salisbury MD 21801*

FILED

2.22
72.85
77.85
IMPR. FID. SURVEY \$
RECORDING FEE
TOTAL
Rest. Holdg. Ref: # 17116
Nov 15, 1995 81k # 847
02:07 PM

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 Parcels 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 Parcels 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 Parcels only and are specifically excluded from application to other property in the Section and depicted on the Plats as roadways, which are intended to be conveyed to Ocean Pines Association, Inc. (the "OPA") in accordance with the provisions of Paragraphs 10C and 10D 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 Parcel 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 Parcel in the Section and each and every Parcel and single-family detached numbered residential lot (herein called "Lots") in the Subdivision and are intended to create mutual, equitable servitudes upon each of said Lots and Parcels in favor of each and all of the other Lots and Parcels therein; to create reciprocal rights between the respective owners of all of said Lots and Parcels; to create a privity of contract and estate between the grantees of said Parcels, their heirs, successors and assigns, and shall, as to the owners of each such Lot and Parcel, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots and Parcels in the Section and Subdivision and their respective owners.

4. Limitations on Use.

A. Parcels 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 Guidelines 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 Parcel 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 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

A. All plans and specifications for any attached single-family dwelling and structures or improvements ancillary thereto proposed to be erected on or moved upon or to any Parcel, and the proposed location thereof on any Parcel, 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 Parcel and signage of every nature and description which may at any time be placed on any Parcel, shall be subject to and shall require the approval of Declarant, in writing, before any such work is commenced.

B. 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, mail boxes, entry signage and waste containment, 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.

C. 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 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 Parcel 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 Parcel 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, materials, color schemes for exterior finishes and any other information deemed necessary by Declarant.

LIGER 2213 FOLIO 258

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

D. A review fee, payable at the time of submission of Preliminary Plans by the party submitting the 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) Townhouses (Parcels)

- | | | |
|-----|--|-----------|
| (1) | Preliminary submission | \$2000.00 |
| (2) | Resubmission (additional fee if preliminary submission previously disapproved) | \$1500.00 |
| (3) | Final submission, first phase | \$1000.00 |
| (4) | Resubmission (additional fee if final submission previously disapproved) | \$ 750.00 |
| (5) | Final submission, subsequent phase, per building | \$ 200.00 |

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

E. 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. One set of the Final Plans with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and one set thereof shall be retained for Declarant's permanent files.

F. 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.

G. 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.

H. Neither Declarant nor any architect or agent of Declarant, 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 Marina Village ("Declarant's Design Criteria") shall be as follows:

A. The visual theme of Marina Village is Victorian architecture.

B. Architecture

1. Designs shall be carried out consistently with the style of the architectural period, reflecting its proportions, window treatment, details, and materials. A basic stylistic reference with excellent bibliography is A Field Guide to American Houses, McAlester, Knopf, 1984.

2. Each dwelling plan shall incorporate a garage which shall not be converted to another use.

3. Facade, roof and other elevation treatment should make an attractive image. Elevations must be architecturally consistent as to design character, materials, windows, etc. Front porches are encouraged to enliven the streetscape and overwhelm garages visually. Details in character with the style must be clarified in submissions. Designs are expected to capture the essentials that distinguish the style.

4. Front elevation roof gables shall be 8 in 12 or greater. Other gables may be 7 in 12. Flatter porch roofs are in character.

5. Horizontal and shingle sidings should be finished in clear light colors with appropriate trim colors. See Victorian Exterior Decoration, Moss & Winkler, Holt, 1987, and The

Victorian Express, Holmes & Watersun, Beautiful America, 1991. Best available grade for all exterior wood. Synthetic siding and trim will be reviewed for appearance and quality, samples to accompany preliminary submission.

6. Cedar shingle or shake roofs shall be fire retardant. Composition shingles shall be 235 pound minimum. Roof colors in character with the overall design.

7. Awnings are permitted where they are part of or optional in the initial design. Awning style and color shall be in character with overall design.

8. 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 trim colors. Chimney tops shall be visually harmonious with the architecture.

9. To minimize sky glare, exterior lighting shall be limited to sufficient light to provide minimum visibility of the surrounding neighborhood and to afford safe access to each home. Fixtures with wattage higher than 60 watt incandescent equivalent shall direct light down only. Fixtures shall harmonize with the architecture of the building.

C. Site

1. Buildings shall be located as shown on approved site plans, maximizing direct water views.

2. Removal of trees, shrubs and other plant material including ground cover is limited to clearing lines shown on road, utility and parking area plans, and all building footprints and yards, but excluding delineated wetlands. Areas not cleared must be undisturbed by construction activity or storage: limits of clearing must be tape-flagged prior to construction and remain tape-flagged until landscaping has been completed. Trees of 4 inches caliper and above along the yacht basin and condominium shall be removed only if required for construction.

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.

3. Planting design should provide a significant evergreen component insuring that buildings will be viewed in all seasons in a landscape frame. Plants should be sized and spaced to fill in the design intent in three to four years. The plan should provide for one street tree for each dwelling unit in each Parcel of not less than 2 1/2" caliper. Plantings should scale buildings into the site, screen views of parking from unit windows, visually separate buildings from one another, announce entries, and shade parking and walks. Screening of the following must be incorporated in the planting plan: telephone pedestals, transformers and meters visible from the street, drives or walks, and privacy areas otherwise in public view from walks, drives or boardwalks. Parking surround in townhouse front yards shall be intensively planted.

4. Where the private area in the rear of a townhouse is visible from another residential lot or required walkway or boardwalk across less than 50 feet of open space from the property line of the townhouse, evergreen tree screening shall be provided to act as a buffer to effectively filter the view. The extent of need for screening along the contiguous single family section lot lines will be reviewed in the field by Declarant after the site has been cleared. Reasonable screening requirements will be established by Declarant at such time.

5. 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.

6. A continuous walkway system shall be provided consisting of an 8 foot wide boardwalk, replicating in design the Ocean Pines Swim and Racquet Club waterside boardwalk, including railings on both sides from the adjacent condominium parcel line to the right-of-way line of Haystack

Pond Road south; and a 7 foot wide paved walk from there to the south loop of Haystack Pond Road South.

7. Group mailbox installations must be provided in structures designed to avoid individual metal pedestals. Covered structures are preferred, providing rain protection to at least three feet beyond the box faces, and executed in the architectural design style.

8. One village name sign may be located at the entrance to the townhouse village. The sign face may be lit from the ground in front of the sign from dusk to 11:00 p.m. Maximum sign height is four feet, maximum width seven feet, excluding vertical supports.

9. Waste and waste containers shall be stored in garages for scheduled pickup. Any outdoor waste container area shall be screened by staggered plantings of evergreens effectively blocking the container from pedestrian and vehicular view.

7. General Prohibitions and Requirements.

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

(a) No outside toilet or individual water well shall be constructed on any Lot or Parcel, 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 or Parcel; 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 or Parcel. 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. Anything above to the contrary notwithstanding, as a convenience to individuals who are

only occasional boaters in the Subdivision, boat trailers may be parked in driveways for no more than three consecutive days and must be moved after such time.

(c) Once the construction of improvements is started on any Lot or Parcel, 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 or Parcel shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot or Parcel.

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

(g) 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 or Parcel.

(h) 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 Declarant 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.

(i) 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.

(j) Any builder constructing townhouses in the Marina Village Townhomes Section may use one or more townhouses as model homes or exhibits. Consent is hereby granted for such use.

(k) All Lots and Parcels, 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 Parcel or the accumulation of rubbish or debris thereon. In no event will growth in lawn areas be permitted to exceed six inches in height.

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

(m) No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel 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 or Parcel.

(n) 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 or Parcel in the Section or Subdivision in such a manner as to be visible to the occupants of other Lots or Parcels 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.

(o) Any dwelling or outbuilding on any Lot or Parcel 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 or parcel restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

(p) No satellite dish with a diameter in excess of 24 inches. No exterior television or radio antenna of any kind shall be constructed or erected on any Lot, Parcel, 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.

(q) No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any Lot or Parcel 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.

(r) All residential structures are to be constructed so that the living quarters 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.

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

8. 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.

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.

9. 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 Parcel, 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. The Declarant, its successors and assigns and/or the owners of Parcels 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 Parcels 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.

(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 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 9B above.

D. On each Parcel 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 owner of each townhome on each Parcel 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 Parcel, 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 Parcel in the Section or Subdivision. Improvements within such areas shall also be maintained by the respective Parcel 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 Parcels are hereby reserved, all as set forth on the Plats.

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

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

10. 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 a homeowners association to be created for Marina Village Townhomes fee simple title to those tracts of land in this Section identified on the Plats as "open space," for the exclusive use of the residents of Marina Village Townhomes, 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 record; and subject to the express condition that the homeowners association to be created for Marina Village Townhomes will properly maintain all such property and easement areas.

11. The OPA.

A. Every person who acquires title, legal or equitable, to any Parcel 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 Parcel within the Section, such person will then be subject to all the requirements and limitations imposed in these Restrictions on owners of Parcels 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 within the Subdivision; the appurtenant drainage and slope easements reserved by Declarant; all waterways, all boardwalks and walkways to be built in easement areas shown on the Plats in the Section to connect the Ocean Pines Yacht Club with the Section and with the adjacent site for a future marina; and shall be responsible for providing fire and police protection for the residents of the Subdivision. Maintenance and upkeep of the bulkheads and other waterfront improvements in the Section shall be the sole responsibility of a homeowners association to be created for Marina Village Townhomes. 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 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 for members of the OPA who are owners of all single-family attached dwelling units in the Marina Village Townhomes Section, including both waterfront and non-waterfront units, shall be the same as for non-waterfront single-family detached dwelling lots located in other Sections of the Subdivision. In the absence of any written agreement entered into between Declarant and the OPA, either before or after the date hereof, no such charge

LIDER 2213 FOLIO 270

shall ever be made against, or be payable by, the Declarant, or by Declarant's assigns as developer of the Section, by 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 and Parcel 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 of the OPA 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 or Parcel or Parcels 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 11D, 12 and 13 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.

12. 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 owned by the OPA 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.

13. OPA's Right to Perform Certain Maintenance.

A. In the event an owner of any Lot or Parcel 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 or Parcel and repair, maintain and restore the Lot or Parcel 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 or Parcel 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.

14. 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 Association 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 14A 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.

15. Grantee's Acceptance.

A. The grantee of any Parcel 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 Parcel, 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 and Parcels 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 Parcel, including, but not limited to, its proximity to golf course fairways or waterways.

16. 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.

17. 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.

LIBER 2213 FOLIO 271

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 11H 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

Thomas P. Deakins III
THOMAS P. DEAKINS III

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

OCEAN PINES ASSOCIATION, INC.

Eleanor K. Cooney

By: Christina E. Kelly

LIBER 2213 FOLIO 275

STATE OF
COUNTY OF

TO WIT:

I HEREBY CERTIFY that on this 24th day of October, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ray F. Smith, Jr., Division 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.

Laura S. Beck
Notary Public

My Commission Expires:

10/1/99



STATE OF MARYLAND

TO WIT:

COUNTY OF Worcester

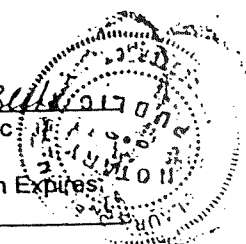
I HEREBY CERTIFY that on this 24th day of October, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ANTHONY KAWZ, President of Ocean Pines Association, Inc. and on behalf of said corporation, did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

Laura S. Beck
Notary Public

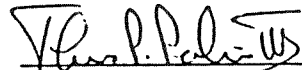
My Commission Expires:

10/1/99



LIOER 2213 FOLIO 276

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

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
 *Acer platanoides
 Betula nigra
 Fagus grandiflora
 Fraxinus Americana
 Fraxinus Pennsylvanica
 Liquidambar styraciflua
 *Nyssa sylvatica
 Platanus acerifolia
 *Quercus alba
 Quercus borealis
 Quercus palustris
 Salix tristis "alba"
 Sassafras albidum
 *Tilia cordata
 *Ulmus parvifolia

Red maple
 Norway maple
 River birch
 American beech
 White ash
 Green ash
 Sweet gum
 Black gum
 London plane
 White oak
 Red oak
 Pin oak
 Golden weeping willow
 Sassafras
 Littleleaf linden
 Chinese elm

Evergreen trees

Cedrus deodara
 Cedrus atlantica
 *Cryptomeria japonica
 *Ilex opaca & varieties
 *Juniperus virginiana
 *Magnolia grandiflora
 *Picea pungens glauca
 *Pinus nigra
 *Pinus sylvestris
 *Pinus taeda
 *Pinus thunbergi
 *Thuja occidentalis varieties

Deodar cedar
 Atlas cedar
 Cryptomeria
 American holly
 Eastern red cedar
 Southern magnolia
 Blue Colorado spruce
 Austrian pine
 Scotch pine
 Loblolly pine
 Japanese black pine
 American arborvitae

Understory trees

Acer griseum
 *Amelanchier arborea
 Cersis canadensis
 Chionanthus virginicus
 Cornus florida
 *Crataegus spp.
 Magnolia virginiana
 Malus spp.
 Oxydendrum arboreum
 Styra japonica

Paperbark maple
 Shadblow
 Eastern redbud
 Fringetree
 Flowering dogwood
 Hawthorns
 Sweetbay magnolia
 Crabapples
 Sourwood
 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)
*Chamaecypariss 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.	Elæagnus	(S)
*Euonymus spp.	Euonymus	(S)
*Hibiscus syriacus	Shrub althca	(S)
*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 varietics	Yews	(S)

LIBER 2213 FOLIO 279

*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 No. RHO 144 Folios 22 thru 26

19¹⁵ 95 Nov. The foregoing Declarations - Plats filed
for record and is accordingly recorded among the land records of
Worcester County, Md. in Liber, R.H.O. No. 2213 folios 254 thru 279
Richard H. Dutton Clerk