

LIBER 2195 FOLIO 466

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DECLARATION OF RESTRICTIONS

OCEAN PINES

SECTION 10A

IMP FD SURE	2.00
RECORDING FEE	75.00
TOTAL	77.00
Reg # M002	Rept # 15620
R#0 8906	blk # 933
SEP 15, 1995	08:56 am

THIS DECLARATION, made this as of this 8th day of September 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 containing twelve and four-tenths (12.4) acres of land, more or less, which is described on Appendix I attached hereto and made a part hereof, is intended to be developed by Declarant or by Declarant's assigns, subsequent to the execution and recordation of this Declaration, and which will be described on that certain series of plats, entitled "SECTION 10A" (herein called "the Plats"), which plats will be recorded among the Land Records of Worcester County, Maryland, and which, upon recordation will be made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described in Appendix 1 comprises in the aggregate a section of the Ocean Pines Subdivision generally known as SECTION 10A (herein called "the Section"); and

WHEREAS, Declarant is about to sell and convey the Section; and before doing so, it desires to subject the Section and the commercial lots to be developed therein (herein called the "Lots") to and impose upon the Section and Lots mutual and beneficial restrictions, covenants, conditions and charges,

Return to: Laws, Laws & Smith, P.A.
P.O. Box 75
Salisbury, MD 21803-0075

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hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of the Section.

NOW, THEREFORE, Declarant hereby declares that the Section and all of the Lots to be developed therein are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property to be described in the Plats and of the Section 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 the Lots and to all other property in the Section, which may include private roads and certain open spaces, such private roads and open spaces being intended to be conveyed to a Section 10A property owners' association to be formed by Declarant or Declarant's assigns.

2. Term.

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 is signed by the owners of at least fifty-one percent (51%) of the Lots in the Section agreeing to change the covenants in whole or in part.

3. Mutuality of Benefit and Obligation.

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

shall, as to the owners of each such Lot, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots in the Section and their respective owners.

4. Limitations on Use.

All areas in the Section 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.

5. Plans and Specifications to Be Submitted for Approval by Declarant

A. All plans and specifications for any buildings, structures or improvements ancillary thereto proposed to be erected on or moved upon or to any Lot or other areas in the Section, and the proposed location thereof on any Lot or other areas in the Section, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations, or additions thereto on any Lot or other areas in the Section, and signage of every nature and description which may at any time be placed anywhere within the Section, shall be subject to and shall require the approval of Declarant, in writing, before any such work is commenced.

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

C. Preliminary Plans shall be submitted initially to Declarant. Declarant may informally approve, approve with conditions, or disapprove the Preliminary Plans prior to submission to Declarant of Final Plans. Declarant shall respond within fourteen days of submittal of the Preliminary Plans. Preliminary Plans shall consist of a preliminary site plan and architectural plans and elevations. The site plan shall depict, at a scale of one inch equals thirty feet, existing trees and contours, proposed clearing lines, any grade changes proposed, any existing transformer or telephone pedestal, proposed utility easements, buildings, parking, planting areas and plant types, areas of seed or sod, and treatment of lighting and pavements, supported by clarifying details. Architectural drawings at a scale of 1/8 inch equals one foot with details at larger scales shall depict materials, detailing and color schemes that support the architectural styles.

14 days

D. Final Plans shall be submitted to Declarant with application form provided by Declarant together with up to four sets of plans and

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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 Lot or other areas in the Section unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include:

(a) Site plans, showing the location on the Lot or other areas in the Section 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.

(c) Landscape plans, showing the location on the Lot or other areas in the Section 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 reasonably increased or decreased by Declarant, shall accompany the submission to Declarant of a 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:

Preliminary Submission, entire site	\$2,500
(Linear retail	\$1,100
Office buildings - single	
submission	350
Pad sites - \$350 each	1,050)
Resubmission (additional fee if basic design previously disapproved)	\$1,500
Final Submission, entire retail area	\$1,000
Final Submission, entire office area	\$ 500
Resubmission of entire retail area (if final design previously disapproved):	\$ 500

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Resubmission of entire office area (if final design previously disapproved) \$ 400

F. Declarant shall have the authority to approve, approve with conditions for revision, or disapprove the Final Plans and shall act within fourteen days from the receipt thereof. 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.

G. Declarant shall have the right to reasonably 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 of 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 any architect or agent of Declarant, shall be responsible in any way for any defects in any plans or specifications submitted 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 Section 10A ("Declarant's Design Criteria") shall be as follows:

A. Community characteristics

The visual theme of the Southgate Commercial Area (Section 10A) is a traditional Atlantic Coast seaside village. Proprietary architectural designs would easily overwhelm this imagery and should be foregone. A harmonious design character throughout the village is essential. Designers should be familiar with Shingle Style architecture. See The Shingle Style Today, Scully, Braziller, 1974; The Houses of

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the Hamptons. Goldberger, Knopf, 1986; or The Architecture of the American Summer. Stern, Rizzoli, 1989.

B. Retail Architecture (including all buildings northwest of the internal street)

1. Cedar shingling and white trim should predominate, with a basically residential scale. Gables are encouraged in the pond elevation and the parking elevation. Window and door glazing should express multiple panes generally not exceeding 20" x 30". Window glazing should be contained in trimmed openings with vertical separation trims not over eight feet apart.

2. Roof gables shall be 8 in 12 minimum. Flatter roof for covered walks shall be in character with the overall design.

3. Siding should be cedar stained with transparent stains in the clear-to-gray-to white range. Best available grade for all exterior wood. Synthetic trim will be reviewed for appearance and quality, samples to accompany preliminary submission.

4. Cedar shingle or shake roofs shall be fire retardant. Any composition shingles shall be 235 lb. minimum, dark gray range. Principal roof color shall not vary on the northwest side of the internal road.

5. 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.

6. Except in signage, 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 trim colors. Chimney tops shall be visually harmonious with building character.

7. Exterior lighting shall be limited to what is needed for access, signage and the special needs of a bank or restaurant, so as to avoid unnecessary sky glare or visual competition with the residential character of the South Gate community entrance. Building lighting fixtures (other than

fixtures illuminating signage and residential-entry type fixtures with incandescent lamps of not more than 75 watts) shall direct light down only. With the following exceptions, buildings shall not be flood lit: low level illumination required by a bank for security purposes outside of normal business hours; and illumination sufficient to clearly identify a restaurant building as distinguished from adjacent retail shops during evening hours of operation.

8. Retail buildings and restaurants edging the pond shall be connected by an elevated boardwalk along the pond approximately 10 feet in width. Restaurants are encouraged to provide dining decks at a lower level closer to the pond. Boardwalk lighting shall be low wattage: nautical fixtures.

9. The retail complex may contain a landmark lighthouse-type structure of genuine proportions and exterior appearance.

C. Office Building Architecture

1. The image for this use, consistent with the residential scale of the retail area, is the traditional mill or warehouse - large masses emphasized by closed corners, simple detailing, and repetitive openings. Buildings should be of simple geometry with pitched roofs. Cedar material should predominate.

2. Roof gables shall be 8 in 12 minimum.

3. Siding should be cedar stained with transparent stain in the clear-to-gray-to white range. Best available grade for all exterior wood. Synthetic trim will be reviewed for appearance and quality, samples to accompany preliminary submission.

4. Cedar shingle or shake roofs shall be fire retardant. Any composition shingles shall be 235 lb. minimum, and gray. Metal roof material shall not be extruded sections or bright colors. Roof color shall be identical on all office buildings.

5. To minimize sky glare, exterior lighting shall be limited to sufficient light for pedestrian access and sign identification. Building fixtures shall direct light down only,

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with the light source not visible. Fixtures shall be harmonious with the architectural style of the building. Buildings shall not be flood lit.

D. Site

1. Buildings shall be located as shown on approved site plans, retail and restaurants maximizing direct water views, consistent with concept plan set forth on Appendix 2 attached hereto and made a part here.
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 and wetland edge at pond must be tape-flagged prior to construction and remain tape-flagged until landscaping has been completed. Every effort shall be made to save the large pine on the west edge of the pond, including watering procedures during and following construction, if, in the judgment of a landscape architect, the tree can be preserved in a healthy and safe condition.
3. Edges of parking areas facing Rt. 589, Manklin Creek Road, the internal street, or the pond shall be planted with a single hedge material to be maintained at 42" above grade, and overstory trees spaced not less than thirty feet apart. Naturalized flowering and aromatic plantings in informal arrangements should be used to screen the view of the undersides of the boardwalks. Adjoining existing wooded areas, mow areas should be minimized. Entries from Rt. 589 and Manklin Creek Road shall be gated with flower beds maintained for seasonal interest, backed by full evergreens. Overstory trees shall be 2" - 2½" at installation.
4. Office building condensers shall be located so that they are screened by the building from the internal drive. Retail condensers shall not be located between the buildings and the pond. Retail condensers located on grade shall not be located in pedestrian areas, and shall be selected and sized for quiet operation. Condensers visible from walkways or boardwalk shall be screened with suitable evergreen plantings.

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5. Plantings shall be irrigated.
6. Exterior lighting lamps - site, building, parking and signage - shall be daylight spectrum (e.g., metal halide). Except as indicated below, all site lighting shall be directed down only. Any parking lot lighting shall be directed into the lot only.
7. In character with the village theme, individual retail shop signs shall be unique designs of pedestrian scale, front lit only, either uplit or by goosenecks; no plastic translucent materials; no internally lit signage. Maximum letter height 12". Only restaurant, bank and Rte. 589 entry signage may be internally lit and face Rte. 589. Restaurant and bank signs shall not exceed two feet in height or be located more than ten feet above grade. No signage shall be roof mounted. Neon lights in window areas are not permitted.
8. A single entry sign shall be located in a landscaped setting at the Rte. 589 entry, designed in character with the architecture and with maximum sign height eight feet above grade. An additional entry sign shall be located at the Manklin Creek Road entry, set back 25 feet from the street line, not exceeding eight feet height above grade, and front lit only. Directories designed in character with the architecture and located at entrances to the office parking areas and within the retail parking area may be front lit. All lit signs shall be operated only during business hours.
9. Walks shall not be plain concrete. Exposed aggregate concrete, pavers, crushed stone, tar and chip, asphalt or proprietary colored stamped concrete are preferred.
10. Retail parking lot pavement shall be tar and chip or asphalt.
11. All parking stall markings shall be designated by stripes.
12. 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

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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.

13. Waste containers shall be suitably screened. The method of screening and the dimension of containers shall be shown on preliminary plans.

7. General Prohibitions and Requirements.

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

(a) No outside toilet or individual water well shall be constructed on any Lot or other areas in the Section, unless a well for irrigation or for a ground water heat pump is approved by Declarant. 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) Except for trailers needed for construction administration and storage, no temporary house, trailer, recreation vehicle, tent, garage, or other outbuilding shall be placed, erected or parked on any Lot or other areas in the Section; provided, however, that the Declarant may grant permission to any such temporary structure or recreational vehicle if effectively screened 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 or place of business, nor shall any overnight camping be permitted on any Lot or other areas in the Section. No unimproved lot shall be used as a parking area or storage area for automobiles or motor vehicles of any kind; without the approval of Declarant.

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

(d) All structures constructed or placed on any Lot or other areas in the Section shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot or other areas in the Section.

(e) Every tank for the storage of fuel installed outside any building in the Section shall comply with all applicable state and county laws and regulations and shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground.

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

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

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

(h) No vehicle shall be parked on any street in the Section. 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 other areas in the Section in such a manner as to be visible to the occupants of other Lots or other areas in the Section or the users of any street or waterway within the Section, unless the prior written approval of the Declarant has been obtained.

(i) No exterior television or radio antenna of any kind shall be constructed or erected on any Lot or other areas in the Section after such time as a central television system has been made available to the Section at rates commensurate with those prevailing in the area. Satellite dishes shall not be permitted.

8. Remedies.

A. The Declarant or any party to whose benefit these Restrictions inure, including the successors and assigns of Declarant, 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 Declarant shall not 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. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth 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.

9. Grantee's Acceptance.

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

10. 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.

11. Captions.

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

IN WITNESS WHEREOF, Ocean Pines L.L.C, Declarant, has caused this Declaration to be executed on its behalf 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



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

STATE OF VIRGINIA

TO WIT:

COUNTY OF FAIRFAX

I HEREBY CERTIFY that on this 12th day of SEPTEMBER, 1995, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ray F. Smith President of BALFOUR HOLDINGS, INC., a Nebraska corporation, and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

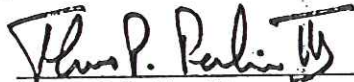
Andrea J. Kosiche
Notary Public

My Commission Expires:

My Comm. Exps. March, 1998

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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
1800 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

AFTER RECORDATION
PLEASE RETURN TO:
WILLIAM T. SMITH, III, ESQ.
Laws, Laws & Smith
209 East Main Street
Salisbury, Md 21803-0075

ALL THAT TRACT or parcel of land situate and lying in the Third Election District of Worcester County, State of Maryland, and being more particularly described with reference to a plat of survey made by Atlantic Consulting, Inc., Registered Professional Land Surveyors, dated October, 1993, as follows, to wit:

BEGINNING for the same at a point on the westerly right of way line of Ocean Parkway where it is intersected by the northerly line of Lot No. 1222 as shown and designated on a plat entitled "Section Ten - Ocean Pines" made by Prince William Engineering Company dated September 1970 and recorded among the Land Records of Worcester County at Snow Hill in Plat Book F.W.M. No. 14, Folio 43; thence by and with said Lot No. 1222 South 79°30'38" West 37.88 feet; thence by and with the rear lot lines of Lot No. 1222, above mentioned, and the rear lot lines of the other lots of said Section 10 which comprise the westerly line of said Section 10 South 11°03'03" West 905.71 feet; thence by and with the rear lot lines of the lots of said Section 10 which comprise the northerly line of said Section 10 North 68°22'29" West 618.62 feet to the easterly right of way line of Maryland Route 589; thence by and with said easterly right of way line of Maryland Route 589 and a curve to the left whose radius is 1462.40 feet a distance of 402.66 feet; thence continuing with the easterly right of way line of said Maryland Route 589 the following five courses and distances:

- (1) North 45°54'24" East 31.49 feet;
- (2) South 88°39'18" East 19.00 feet;
- (3) North 08°00'34" East 31.63 feet;
- (4) North 89°51'14" West 20.00 feet;
- (5) North 47°46'25" West 24.37 feet;

thence continuing with the said easterly right of way line of Maryland Route 589 and a curve to the left whose radius is 1462.40 feet a distance of 113.20 feet; thence by and with a curve to the right which connects the said easterly right of way line of

Maryland Route 589 with the southerly right of way line of Manklin Creek Road and whose radius is 140.00 feet a distance of 219.44 feet; thence by and with the said southerly right of way line of Manklin Creek Road North 84°52'46" East 153.35 feet; thence continuing with the said southerly right of way line of Manklin Creek Road and a curve to the right whose radius is 94.42 feet a distance of 43.23 feet; thence continuing with the said southerly right of way line of Manklin Creek Road South 68°53'19" East 9.92 feet; thence continuing with the said southerly right of way line of Manklin Creek Road and a curve to the left whose radius is 193.13 feet a distance of 88.42 feet; thence continuing with the said southerly right of way line of Manklin Creek Road North 77°55'56" East 97.69 feet; thence continuing with the said southerly right of way line of Manklin Creek Road and a curve to the right whose radius is 35.00 feet a distance of 3.03 feet; thence continuing with the said southerly right of way line of Manklin Creek Road and a reverse curve to the left whose radius is 148.54 feet a distance of 57.52 feet; thence continuing with the said southerly right of way line of Manklin Creek Road and a reverse curve to the right whose radius is 148.54 feet a distance of 57.52 feet; thence continuing with the said southerly right of way line of Manklin Creek Road North 84°52'46" East 25.85 feet; thence by and with a curve to the right which connects the said southerly right of way line of Manklin Creek Road with the westerly right of way line of Ocean Parkway, above mentioned, and whose radius is 25.00 feet a distance of 35.54 feet; thence by and with the said westerly right of way line of Ocean Parkway and a reverse curve to the left whose radius is 176.66 feet a distance of 93.51 feet to the beginning and containing 12.22 acres, more or less.

AND BEING a part of the same land conveyed unto Ocean Pines, L.L.C., by confirmatory deed dated March 31, 1995, from 589 Corp., sometimes known or record as 589 Corporation, and recorded among the Land Records of Worcester County, Maryland, in Liber R.H.O. No. 2147, Folio 557, et seq.

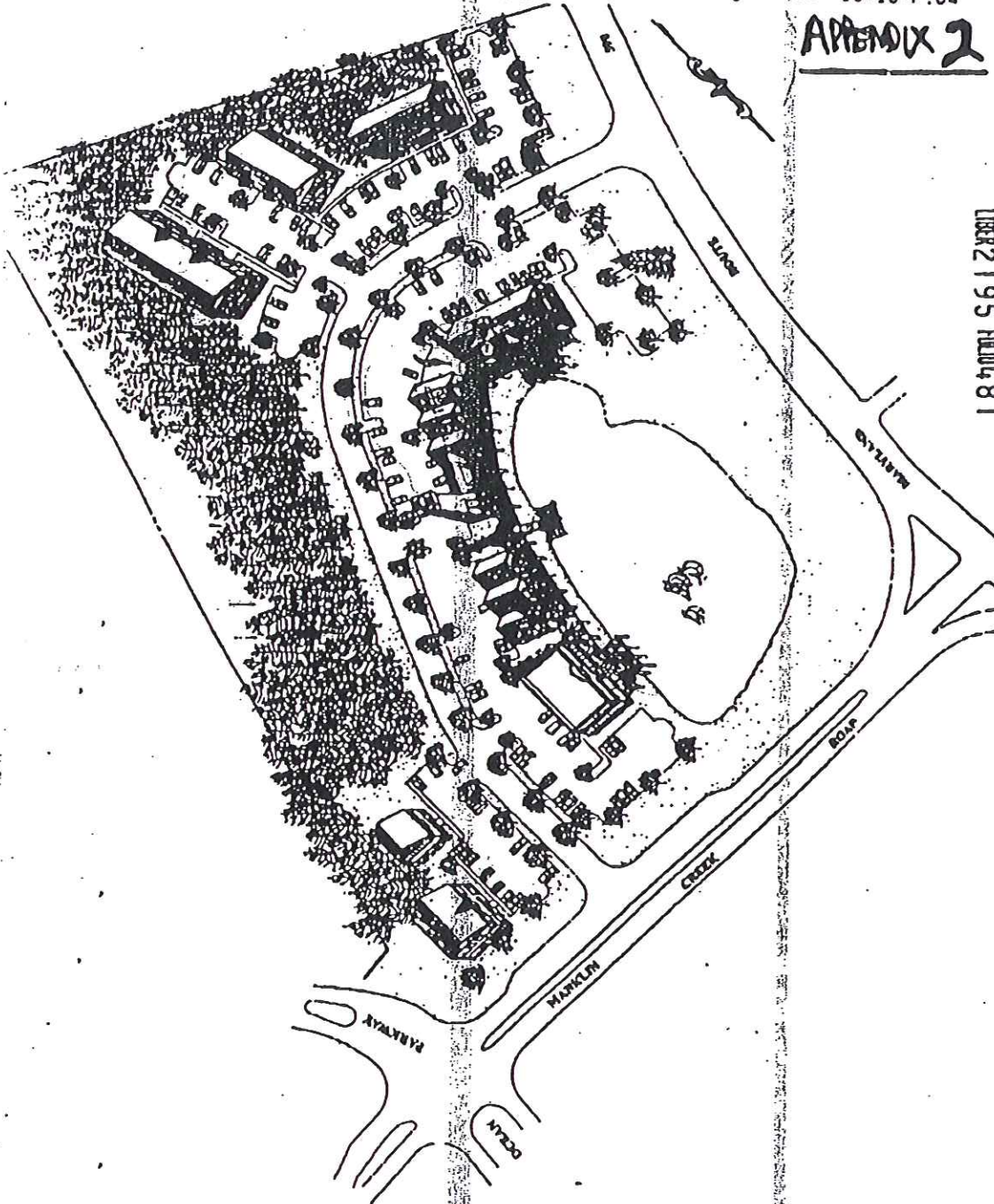
COBEV

TEL NO. 207-354-6762

May 23 95 10:10 P.04

APPENDIX 2

LIBER 2195 FOLIO 481



15
 19⁹⁵ Sept - The foregoing Declaration of Restrictions filed
 for record and is accordingly recorded among the land records of
 Worcester County, Md. in Liber, R.H.O. No. 2195 folios 481 thru 481
Richard H. Outter Clerk

COPY

ASSIGNMENT OF DESIGN

APPROVAL RIGHTS

OCEAN PINES

SECTION 10A

THIS ASSIGNMENT OF DESIGN APPROVAL RIGHTS made this 15th day of December, 1999 by BRE/OCEAN PINES L.L.C., a Delaware limited liability company, "Assignor," WITNESSETH:

WHEREAS, on September 8, 1995, Ocean Pines L.L.C., a Delaware limited liability company ("Declarant"), executed a Declaration of Restrictions ("Declaration") applicable to the section generally known as SECTION 10A (herein called "the Section") of the Ocean Pines general subdivision (herein call "the Subdivision"); which Declaration was duly recorded among the land records of Worcester County, Maryland in Liber 2213, Folio 223, et. seq., and

WHEREAS, Paragraph 5A of the Declaration provides as follows:

"5. Plans and Specifications to Be Submitted for Approval by Declarant.

A. All plans and specifications for any buildings, structures or improvements ancillary thereto proposed to be erected on or moved upon or to any Lot or other areas in the Section, and the proposed location thereof on any Lot of other areas in the Section, 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 or other areas in the Section and signage of every nature and description which may at any time be placed anywhere within the Section shall be subject to and shall require the approval of Declarant, in writing, before any such work is commenced.

HSCW/HM

STEPHEN V. HALES
CLK. CT. CT.
MOR. CO.

99 DEC 21 AM 9:37

FILED

Expires JAN 1, 2005

and

WHEREAS, the rights of Declarant referenced in Paragraph 5A of the Restrictions set forth above are hereinafter referred to as "Declarant's Design Approval Rights," and

WHEREAS, Paragraph 5H of the Declaration provides as follows:

"5.

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."

and

WHEREAS, by operation of law, Assignor has succeeded to the rights of Declarant with regard to the Declaration, and

WHEREAS, Assignor intends hereby to assign its Design Approval Rights to Ocean Pines Association, Inc., a Maryland non-stock corporation ("Assignee"), effective as of the date hereof.

NOW, THEREFORE, in consideration of the premises, Assignor hereby assigns Declarant's Design Approval Rights for the Section in the Subdivision known as Section 10A to Assignee, effective as of the date hereof.

IN WITNESS WHEREOF, BRE/Ocean Pines L.L.C., Assignor, has caused this Assignment to be executed on its behalf by its proper officer as of the day and year first herein written.

ATTEST:

BRE/OCEAN PINES L.L.C.

Ray S. Smith

By: *Anthony Myers*
ANTHONY MYERS
VICE PRESIDENT

STATE OF


TO WIT:

COUNTY OF

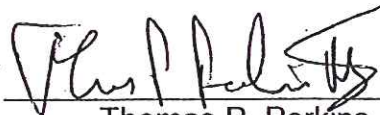
I HEREBY CERTIFY that on this 15 day of December, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Anthony Myers, President of BRE/OCEAN PINES L.L.C., a Delaware limited liability company, and on behalf thereof did acknowledge the foregoing instrument to be the act and deed of said limited liability company.

AS WITNESS, my hand and Notarial Seal.

*I was Commissioned
Athena Cunningham*
Athena Kratzer
Notary Public
My Commission Expires
3-31-2000



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:

Joseph E. Moore, Esquire
3509 Coastal Highway
P. O. Box 739
Ocean City, MD 21842

THP FD SURE \$	2.00
RECORDING FEE	20.00
TOTAL	22.00
Res# 11001	Recpt # 57288
SVH 1064	Blk # 1572
Dec 21, 1999	09:52 am

DEC 21 1999 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Allyson V. Gales Clerk