

① of 5  
WORCESTER  
COUNTY

DECLARATION OF RESTRICTIONS

OCEAN PINES

THE PARKE AT OCEAN PINES

SECTION 16

AFTER RECORDING, PLEASE SEND  
COMMERCIAL SETTLEMENTS, INC. TO:  
1413 K STREET, N.W.  
SUITE 1200  
WASHINGTON, D.C. 20005  
CSZ # 98-1615/SKWT

FILED  
99 SEP 30 PM 12:48  
STEPHEN V. HALES  
CLK. CT. CT.  
WOR. CO.

THIS DECLARATION, made as of this 21<sup>st</sup> day of September, in the year nineteen hundred and ninety-nine (1999), by BRE/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 known as Revised Parcel 57, containing one hundred fifty three and thirty-two hundredths (153.32) acres more or less ("Revised Parcel 57") and Revised Parcel B, containing thirty two and thirty-three hundredths (32.33) acres more or less ("Revised Parcel B"), totaling one hundred eighty-five and sixty-five hundredths (185.65) acres of land, more or less, in the aggregate. Revised Parcel 57 and Revised Parcel B are set forth and described in that certain plat titled "MANKLIN GREENS P.U.D., SECTION 16-PARCEL PLAT" as recorded among the land records of Worcester County, Maryland in Plat Book SVH 157 at folios 1-20 (the "Master Plat"); and

WHEREAS, Declarant is also the owner of all of the real property known as Parcel 1 and set forth and described in the Master Plat, containing twenty six and forty-three hundredths (26.43) acres more or less ("Parcel 1"). Declarant reserves the right to extend this Declaration to include all or part of



Parcel 1; provided that a Supplemental Declaration so extending this Declaration is executed by Declarant, its successors and assigns and duly recorded among the Land Records of Worcester County, Maryland, and

WHEREAS, the real property subject hereto will be developed in phases and will be further described in a series of plats which are intended to be recorded from time to time among the land records of Worcester County, Maryland, and which, upon recordation, will be made parts hereof and incorporated herein by reference (the "Plats"); and

WHEREAS, all of the real property described in Revised Parcel 57 and Revised Parcel B, and, if extended, as provided above, to all of part of the real property described in Parcel 1 comprises, in the aggregate, a part or section generally known as THE PARKE AT OCEAN PINES (herein collectively 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

NOW, THEREFORE, Declarant hereby declares that all of the Lots and 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 Lots and Parcels only and are specifically excluded from application to other property in the Section which may be reserved on the Plats for roadways, amenities and/or open space. The roadways are intended to be conveyed to Ocean Pines Association, Inc. (the "OPA") in accordance with the provisions of Paragraphs 11b hereof. All or part of the open space shown on the Plats may be conveyed to the OPA pursuant to the provisions of Paragraph 11c 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, 2010, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument approved in writing by the Board of Directors of the OPA and signed by a majority of the voting members of the OPA has been recorded, agreeing to change the covenants in whole or in part.

B. Declarant reserves to itself, its successors and assigns, the right to revoke at any time prior to the sale of any Lot or 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 utilities or installation of utilities to Lots or Parcels 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.

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot and Parcel in the Section and 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 Lots and 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. Lots and 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"), which are applicable to Lots only and not to Parcels, nothing herein is intended to preclude the use of any dwelling on any Lot or 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 domestic employees of the family owning the dwelling.

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

5. Plans and Specifications to Be Submitted for Approval by the Environmental Control Committee of Ocean Pines Association, Inc. (Lots only).

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

6. Special Design Criteria of Declarant

The special design criteria to be imposed and enforced by Declarant for the development of the Section ("Declarant's Design Criteria") shall be as follows:

A. Community Character

Each building type shall be distinctive. Styles of housing types shall be compatible. The landscaped setting shall be themed throughout.

B. Architecture

1. Building massing, materials, detailing, and roof slopes shall create a harmonious residential character.
2. Each dwelling unit shall garage at least one car.
3. Front porches are encouraged for a friendly streetscape.
4. To minimize sky glare, exterior lighting fixtures shall be 60 watts incandescent maximum.

C. Site

1. Along Ocean Parkway, a 50' buffer of existing vegetation, both trees and understory plants, shall be undisturbed by removal of vegetation or disturbance of soils except for installation of utilities and at vehicular entrances, which shall accommodate all private and public utility accesses.

2.	<u>Minimum</u> <u>Yards</u>	<u>Homes</u>	<u>Recreation</u> <u>Buildings</u>
	front yard	15'	35'
	side yard	5' (0 at common walls)	25'
	rear yard	15'	25'

3. Salt tolerant street trees of 2-1/2" caliper shall be planted at 25'-30' centers along lots 30', 50' and 60' wide, and at 35'-40' centers along lots 40' wide.

4. Trees outside of lot and recreation areas shall be preserved except where utility lines cannot be located in street rights of way, and except for lakes, entry monuments, and pedestrian trails.

5. Mail boxes shall be contained in designed structures, not as pedestal installations freestanding in the open.

6. A single name sign, not over 5' in height, which may be included within a taller entry structure may be placed in a landscaped setting at each vehicular entry. If signs are lighted, they shall be lit by ground-mounted fixtures with quartz lamps; not internally lit.

7. Streetside telephone and electric enclosures shall be screened with plain materials.

8. Any streetlighting fixtures (e.g., at intersections, cul ends or parking lots) shall have 45-degree cutoffs and metal halide lamping.

9. Drain pipes under driveways shall be metal, coated with asphalt, and have flared end sections.

D. Declarant shall have the right to assign all or any part of its rights to enforce Developer's Design Criteria set forth in this Paragraph 6 and/or to terminate and relinquish all or any part of its rights established herein by recording among the Land Records of Worcester County, Maryland a document evidencing such assignment and/or termination.

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

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

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

expenses. No additional fee shall be required for resubmission of plans revised in accordance with ECC recommendations.

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

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

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

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

G. Subject to the provisions of Paragraph 7H, approval shall be based upon the ECC Guidelines (the "ECC Guidelines") adopted April, 1992, as amended by amending Section 100.4.7. and by adding a new Section 100.4.7.1, a copy of which is attached hereto as Appendix 1 and made a part hereof. No changes may be made in the ECC Guidelines which affect this Section without the prior written consent of Declarant.

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



8. General Prohibitions and Requirements.

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot 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 or Parcel 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 or Parcel adjacent to model homes approved by Declarant.

(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 Guideline requirements.

(g) All signs must be approved in writing by Declarant and the ECC and shall be subject to Developer's Design Criteria set forth in Paragraph 6 above.

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

(i) Every tank for the storage of fuel installed outside any building in the Section or Subdivision shall comply with all applicable state and county laws and regulations and shall be either buried below the surface of the ground or screened to the satisfaction of the ECC by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, waterway or golf course within the Section or Subdivision at any time except during refuse collections.

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

(k) No owner of any Lot or Parcel 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 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.

(m) 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.

(n) 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.

(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 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.

(p) 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 sightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days.

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

(r) 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.

(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 or Parcel on the perimeter of the Subdivision except from designated roads or waterways within the Section or Subdivision.

9. Variances and Fines.

A. Declarant may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent

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

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

10. Easements.

A. Declarant reserves for itself, its successors and assigns for purposes incident to its development of the real property subject to these Restrictions, all of the easements and/or rights-of-way either shown on the Plats, or set forth in the deed to any Lot or 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 Lots or 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 Lots and 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 the ECC.

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

B. Declarant has dedicated, or will dedicate, to Worcester County, Maryland and/or to 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 and front property lines to the extent indicated on the Plats

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

D. On each Lot and 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 Lot or Parcel owner but no structures, plantings or other materials shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation of utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems provided, however, that where the existing location of a drainage channel would hinder the orderly development of a Lot or 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 Lot or Parcel in the Section or Subdivision. Improvements within such areas shall also be maintained by the respective Lot or 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 Lots and/or Parcels are hereby reserved, all as set forth on the Plats.

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

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

11. Ownership, Use and Enjoyment of Streets and Certain Open Space in the Section.

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 Plats, if any, as open space to be conveyed to OPA and subsequently conveyed to the OPA, as provided herein, 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 C 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. Open space not conveyed to OPA shall be for the exclusive use and benefit of residents of the Section and their invitees.

B. 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.

C. Declarant may also convey, but shall not be obligated to convey, to the OPA, fee simple title to one or more of those tracts of land in the Section identified on the Plats as "open space", together with stormwater easements, drainage easements and all other easements shown on the Plats or

the deeds to such open space, all as identified on the Plats or deeds. Such conveyance shall be subject to the easements of records; and subject to the express condition that the OPA will properly maintain all such property and easement areas. Any areas and improvements in the Section devoted to the exclusive use and benefit of residents of The Parke at Ocean Pines shall be owned and maintained by a homeowners association consisting of owners of properties within the Section. The OPA shall have no obligation to either own or maintain any such areas or improvements unless the OPA decides in its sole discretion to assume such ownership and maintain same.

12. The OPA.

A. Every person who acquires title, legal or equitable, to any Lot or 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 Lot or Parcel within the Section, such person will then be subject to all the requirements and limitations imposed in these Restrictions on owners of Lots or 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, and parks within the Subdivision conveyed to the OPA, the appurtenant drainage and slope easements reserved by Declarant; all waterways, and other waterfront improvements conveyed to the OPA; and shall be responsible for providing fire and police protection for the residents of the Subdivision. The OPA shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the streets and parks and such other properties within the Subdivision as it may from time to time own. In the event that the OPA at any time fails to properly maintain such streets, parks, or easements, or fails to provide adequate fire and police protection, Declarant, its successors and assigns, may, in its sole discretion, enter upon and make any and all repairs to any such facility which it deems to be necessary and proper or may adopt measures to provide fire and police protection and may charge the OPA for all such repairs or fire and police protection; provided, however, that Declarant shall under no circumstances be obligated to take any such action.

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

Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in no event be less than (i) Eighty Dollars (\$80.00) for each waterfront Lot 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 or more in size or one and one-half times the uniform annual charge imposed upon Lots described in (iii) above, whichever is greater. Anything above to the contrary notwithstanding, waterfront assessments shall not be assessed or imposed if any Lot abutting the waterfront is not bulkheaded, inasmuch as the special waterfront assessment is imposed to defray the cost of bulkhead maintenance. Waterfront Lots which are not bulkheaded shall be assessed as non-waterfront Lots. 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 as set forth above. Members of the OPA who are owners of Parcels to be developed with multi-family residential rental apartments and/or townhouses or for motels or hotels shall pay such annual charges with respect to each rental apartment or townhouse or hotel or motel unit located thereon as shall be one-half (1/2) of the annual charge imposed upon single-family detached dwelling Lots or \$40.00 per unit for a waterfront Parcel or \$25.00 per unit for a non-waterfront Parcel, whichever is greater. In the absence of any written agreement entered into between Declarant and the OPA, either before or after the date hereof, no such charge shall ever be made against, or be payable by, the Declarant, by Declarant's assigns as developer of the Section, the OPA itself, or any corporation or corporations that may be created to acquire title to, and operate the water or sewer utilities serving the Section and the Subdivision or any waterway, beach, access tract, marina, golf course, tennis court, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision.

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

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



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

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

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

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

G. The Board of Directors of the OPA shall have the right to suspend the voting rights (if any) and the right to use of the streets in the Subdivision and the recreational facilities of the OPA of any member (or associate member).

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

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

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

13. Speed Limits and Traffic Regulations.

A. Speed limits for streets and waterways and the rules governing all traffic regulations not inconsistent with Maryland Law and, the use of parks within the Section and Subdivision conveyed to 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.

14. OPA's Right to Perform Certain Maintenance.

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

15. Remedies.

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

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

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

16. Grantee's Acceptance.

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

17. Severability.

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

18. Captions.

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

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

ATTEST:

BRE/OCEAN PINES L.L.C.

Mark A. Sell

By: Tracy J. Lazar, V.P.

OCEAN PINES ASSOCIATION, INC.

\_\_\_\_\_

By: \_\_\_\_\_

17. Severability.

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

18. Captions.

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

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

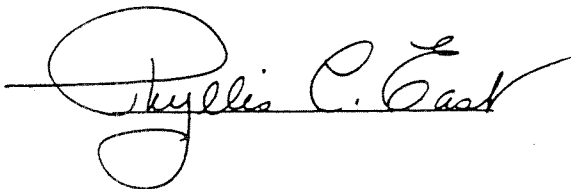
ATTEST:


BRE/OCEAN PINES L.L.C.

\_\_\_\_\_

By: \_\_\_\_\_

OCEAN PINES ASSOCIATION, INC.



By:   
President

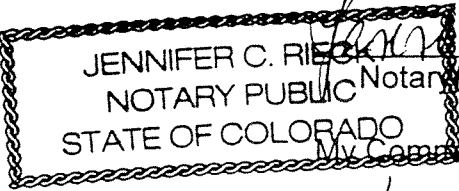
STATE OF COLORADO

TO WIT:

COUNTY OF DENVER

HEREBY CERTIFY that on this 21st day of September, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Tray J. Gargano, Vice 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.


  
 JENNIFER C. RIECK  
 NOTARY PUBLIC  
 STATE OF COLORADO  
 My Commission Expires: 1/18/2002

STATE OF MARYLAND

TO WIT:

COUNTY OF WORCESTER

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires:  
 \_\_\_\_\_

STATE OF

TO WIT:

COUNTY OF

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF MARYLAND

TO WIT:

COUNTY OF WORCESTER

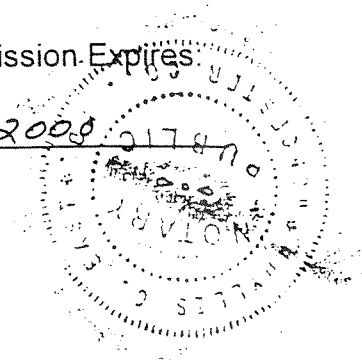
I HEREBY CERTIFY that on this 22 day of September, 1999, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas A. Cetola President of Ocean Pines Association, Inc. and on behalf of said corporation, did acknowledge the foregoing instrument to be the act and deed of said corporation.

AS WITNESS, my hand and Notarial Seal.

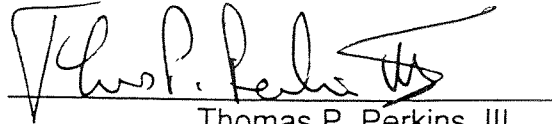
Justin C. East  
Notary Public

My Commission Expires:

8-1-2009



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

**Amendment to Section 100.4.7. of ECC Guidelines  
and new Section 100.4.7.1. of ECC Guidelines  
(refer to Paragraph 7G)**

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

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

RECORDING FEE	75.00
IMP FD SURE #	2.00
TOTAL	77.00
Rest# 4002	Rest # 55103
SVN 9681	BLK # 2330
Sep 30, 1999	01:00 PM

SEP 30 1999 The foregoing instrument  
filed for record and is accordingly recorded  
among the land records of Worcester County,  
Maryland.

*Alexander J. Gales* Clerk

② of 5  
WORCESTER  
COUNTY

ASSIGNMENT OF DECLARANT RIGHTS

This Assignment of Declarant Rights is made this 27<sup>th</sup> day of September, 1999 by  
BRE/OCEAN PINES, L.L.C., a Delaware limited liability company ("Assignor") to OCEAN  
PINES - MANKLIN, L.L.C., a Virginia limited liability company ("Assignee").

RECITALS:

R-1. Assignor is the Declarant under the Declaration of Restrictions for Ocean Pines,  
The Parke at Ocean Pines, Section 16, recorded among the land records of Worcester County,  
Maryland in Deed Book 2756 page 105 (the "Declaration").

R-2. Pursuant to Section 6.D of the Declaration, Declarant has the right to assign all or  
any part of its rights (the "Rights") to enforce Developer's Design Criteria (as defined in the  
Declaration) by recording among the land records of Worcester County, Maryland a document  
evidencing such assignment.

R-3. Assignor desires to assign the Rights to Assignee and Assignee desires to accept  
such assignment.

NOW, THEREFORE, Assignor, hereby assigns to Assignee all of Assignor's right, title  
and interest in and to the Rights.

IMP FD SURE #	2.00
RECORDING FEE	20.00
TOTAL	22.00
Rest # 4002	Rec'd # 55163
SVN 9681	Blk # 2331
Ser 38, 1999	01:00 PM

Return:

COMMERCIAL SETTLEMENTS, INC.  
1413 K STREET, N.W.  
SUITE 1200  
WASHINGTON, D.C. 20005

FILED  
99 SEP 30 PM 12:48  
STEPHEN V. HALES  
CLK. CT. CL.  
WOR. CO.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Declarant Rights upon the date first above written.

ASSIGNOR:

BRE/OCEAN PINES L.L.C.,  
a Delaware limited liability company

By: Tracy Morgan  
Name: Tracy T. Morgan  
Title: Vice President

ASSIGNEE:

OCEAN PINES - MANKLIN, L.L.C.,  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

09/24/99 15:38 FAX 202 857 0172

IN WITNESS WHEREOF, Assignor has executed this Assignment of Declarant Rights upon the date first above written.


ASSIGNOR:

BRE/OCEAN PINES L.L.C.,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

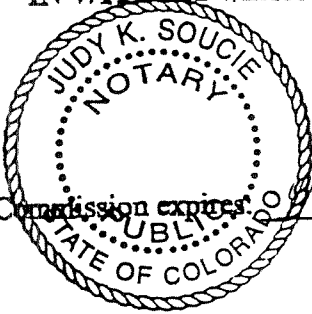
OCEAN PINES - MANKLIN, L.L.C.,  
a Virginia limited liability company

By:  \_\_\_\_\_  
Name: NATHAN D GERSON  
Title: MANAGER

STATE OF MARYLAND Colorado  
CITY OF Denver

I HEREBY CERTIFY, that on this 24 day of September, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Tracy J. Gargaw known (or satisfactorily proven to me) to be the person whose name is subscribed to as the Vice President of BRE/OCEAN PINES L.L.C., a Delaware limited liability company, the Assignor herein, and he/she acknowledged that he/she executed the same for the purposes therein contained and in the capacity therein stated and did further certify that this conveyance is not part of a sale, lease exchange or other transfer of all or substantially all of the property and assets of the Assignor limited liability company.

IN WITNESS whereof I hereunto set my hand and official seal.



Judy K. Soucie  
Notary Public

My Commission expires: 05/2003

My Commission Expires 04/05/2003

STATE OF MARYLAND  
CITY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ known (or satisfactorily proven to me) to be the person whose name is subscribed to as the \_\_\_\_\_ of OCEAN PINES - MANKLIN, L.L.C., a Virginia limited liability company, the Assignee herein, and he/she acknowledged that he/she executed the same for the purposes therein contained and in the capacity therein stated and did further certify that this conveyance is not part of a sale, lease exchange or other transfer of all or substantially all of the property and assets of the Assignee limited liability company.

IN WITNESS whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ known (or satisfactorily proven to me) to be the person whose name is subscribed to as the \_\_\_\_\_ of BRE/OCEAN PINES L.L.C., a Delaware limited liability company, the Assignor herein, and he/she acknowledged that he/she executed the same for the purposes therein contained and in the capacity therein stated and did further certify that this conveyance is not part of a sale, lease exchange or other transfer of all or substantially all of the property and assets of the Assignor limited liability company.

IN WITNESS whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

STATE OF Virginia  
CITY OF Virginia Beach

I HEREBY CERTIFY, that on this 28<sup>th</sup> day of September, 1999, before me, a Notary Public in and for the State and County aforesaid, personally appeared Nathan Beach known (or satisfactorily proven to me) to be the person whose name is subscribed to as the Manager of OCEAN PINES - MANKLIN, L.L.C., a Virginia limited liability company, the Assignee herein, and he/she acknowledged that he/she executed the same for the purposes therein contained and in the capacity therein stated and did further certify that this conveyance is not part of a sale, lease exchange or other transfer of all or substantially all of the property and assets of the Assignee limited liability company.

IN WITNESS whereof I hereunto set my hand and official seal.

Greta A. Hebray  
Notary Public

My Commission expires: 6-30-2000

SEP 30 1999 **The foregoing instrument filed for record and is accordingly recorded among the land records of Worcester County, Maryland.**

Allyson V. Gales Clerk