

LIBR2353 FOLIO 01

DECLARATION OF RESTRICTIONS
OCEAN PINES
MUMFORD'S LANDING MARINA
SECTION 18

THIS DECLARATION, made as of this 25th day of September
in the year nineteen hundred and ninety-six (1996), by OCEAN PINES L.L.C., a
Delaware limited liability company, herein referred to as "Declarant,"
WITNESSETH:

WHEREAS, Declarant is the owner of all the real property,
consisting of three parcels (herein called the "Parcels"), which Parcels are
intended to be developed by Declarant or by Declarant's assigns, subsequent to
the execution and recordation of this Declaration. The first Parcel is referenced
as "Outparcel 8" in the plats recorded among the Land Records of Worcester
County, Maryland in Plat Book RHO 144, Folio 40, et seq. The second and third
Parcels will be referenced as Outparcels 9A and 9B in that certain referenced
plat to be captioned "Marina Village Townhomes Section 18" recorded among the
subdivision plats are intended to 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 above comprises in
the aggregate MUMFORD'S LANDING MARINA ("the Marina"), being part of the
Mumford's Landing area of the Ocean Pines Subdivision which is generally
known as SECTION 18 (herein called "the Section"); and

*Law Office
Mary F. Callahan, Esq., P.A.
10037 Old Plazen Elly Road
Suite 210
Bessie, Maryland 21011*

Return to:

FILED

JUL 24 11:38 AM '97
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TOTAL 75.00
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WHEREAS, Declarant is about to sell and convey the Marina; and before doing so, it desires to subject the Parcels to impose upon the Parcels mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions," under a general plan or scheme of improvement for the benefit and complement of the Marina and of the Section.

NOW, THEREFORE, Declarant hereby declares that the Marina and the Parcels 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 described in the Plats and of the Marina and 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 Parcels in the Marina.

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 both Parcels in the Marina 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 Parcel in the Marina and in the Section and are intended to create mutual, equitable servitudes upon each of said Parcels in favor of each and all of the other Parcels therein; to create reciprocal rights between the respective owners of all of said Parcels; to create a

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privity of contract and estate between the grantees of said Parcels, their heirs, successors and assigns, and shall, as to the owners of each such Parcel, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Parcels and Lots in the Marina and in the Section and their respective owners.

4. Limitations on Use.

All areas in the Marina 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, boardwalks, parking lots, structures or improvements ancillary thereto proposed to be erected on or moved upon or to any Parcel, and the proposed location thereof on any Parcel, the construction material, roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any Parcel and signage of every nature and description which may at any time be placed on any Parcel, shall be subject to and shall require the approval of Declarant, in writing, before any such work is commenced.

B. Preliminary Plans shall be submitted initially to Declarant, with application form provided by 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, signage and waste containment, supported by clarifying details, Architectural drawings at a scale of ¼ inch equals one foot shall depict materials, detailing and color schemes that support the architectural styles.

C. Final Plans shall be submitted to Declarant with application form provided by Declarant together with as many sets of plans and specifications as may be required by Declarant for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Parcel unless and until the final plans, elevations, and specifications therefor

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have received such written approval as herein provided. Such plans shall include:

(a) Site plans, showing the location on the Parcel of clearing lines, grading, drainage, easements, structures, signs, 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 Parcel of structures, including landscape features, paving, existing plant materials and proposed plantings indicating size, type and bedding lines.

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

(1) Preliminary submission	\$800.00
(2) Resubmission (additional fee if preliminary or final submission disapproved)	\$400.00

E. Declarant shall have the authority to approve, approve with conditions for revision, or disapprove the Final Plans and shall act within fourteen days from the receipt thereof. One set of the Final Plans with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and one set thereof shall be retained for Declarant's permanent files.

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

6. Design Character

A. Parking shall be located on Outparcel 8 within the loop road, surfaced with bank run gravel over a suitable base, screened by a hedge and shaded by overstory trees. Trees shall be littleleaf lindens, 2½"-3" caliper, spaced 25 feet apart along and on the surrounding street line and between rows of stalls, and protected from injury by wheelstops. Hedging along the surrounding streetline shall be winged euonymus, 30"-36" high, planted 4 feet apart. The hedge shall be maintained not less than 5' high at maturity. Stall demarcation, if required, shall be at the front corners of stalls. See Exhibit A. Any lighting provided in the parking area shall not exceed any required intensity of light.

B. A boardwalk twelve feet in width shall be provided along the full length of the marina (Outparcel 9B), and return to the harbormaster's building. Railings and lighting shall replicate the design of like waterside facilities adjoining the Yacht Club pool.

C. Boardwalk walkways six feet in width shall be provided between all residential buildings (consisting of attached dwellings) facing onto the marina boardwalk, joining the street and the boardwalk. These walks shall be lit with no more light than required to see the walkway.

D. Lighting fixtures shall direct light down only with a 45 degree cutoff, and shall reflect the Victorian character of the surrounding architecture.

E. Harbormaster's building design shall be in character with the Victorian architectural style of the dwelling units. The surrounding area shall be landscaped with a grouping of wooden Lutyens-type benches oriented to the water views and shaded by a grove of 2½"-3" caliper littleleaf lindens.

F. Marina directional signage shall be provided on Villages of Ocean Pines directional signs on Ocean Parkway and at the entrance to Mumford's Landing/Villages at Mumford's Landing, and in association with townhouse area entry signage. In both instances, signage shall be harmonious with the design of the predominant signage, and utilize equal or smaller type sizes and the same fonts, without additional lighting.

Within the Marina Village area, signs identifying location and use of marina facilities shall be minimal in size, consistent in color and use a Helvetica font. Signs shall be located to utilize walk lighting for visibility.

Parking location/directional signage shall be provided for traffic approaching the parking area. Sign(s) shall display 'marina parking' text in

reflective lower case Helvetica lettering at eye level. Sign size shall not exceed 2 square feet.

Because of the controlled architectural character of the villages, the importance of the visual environment and water views, all signage design - directional, identification, safety, security - shall be submitted to Declarant in concert for review and approval of size, type, location and color.

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 Marina:

(a) No outside toilet or individual water well shall be constructed on any Parcel or other areas in the Marina, 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 Parcel or other areas in the Marina; 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 Parcel or other areas in the Marina. No unimproved area 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 Parcel or other areas in the Marina, the improvements must be substantially completed in accordance with the plans and specifications as approved, within eighteen (18) months from commencement.

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

(e) Every tank for the storage of fuel installed outside any building in the Marina 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 Marina at any time except during refuse collections.

(f) All Parcels or other areas in the Marina, 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 Parcel or other areas in the Marina 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 Parcel or other areas in the Marina nor shall anything be done on any Parcel or other areas in the Marina that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(h) No vehicle shall be parked on any street in the Marina.

(i) No satellite dish with a diameter in excess of 24 inches, no exterior television or radio antenna of any kind shall be constructed or erected on any Lot or other areas in the Marina after such time as a central television system has been made available to the Marina at rates commensurate with those prevailing in the area.

8. Variances.

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.

9. Easements.

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

(a) For access to and use of the continuous boardwalk walkway system, as described in Paragraph 6 herein and in Paragraph 6 of the

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Declaration of Restrictions for Marina Village Townhomes dated October 24, 1995 and recorded among the land records of Worcester County, Maryland on November 15, 1995 in Liber 2213, Folio 254, et seq.

(b) For use and maintenance of drainage courses and unobstructed flow lines of all kinds, those areas designated on the Plats as "Drainage Easements", "Storm Water Easements" or "Storm Water Access Easements". The dimensions of these easements are as specified on the Plats. The Declarant, its successors and assigns and/or the owners of Parcels within such easements shall not cut any trees within the easement area other than trees located within the flowways.

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

(d) 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.

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

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

B. Declarant has dedicated, or will dedicate, to Worcester County and/or the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities as noted on the Plats.

C. Declarant reserves for OPA and its designees and subject to the provisions of any assignment or contract, an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined in Paragraph 9B above.

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

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

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

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

10. The OPA.

A. Every person who acquires title, legal or equitable, to any Parcel in the Marina shall become a member of the Ocean Pines Association ("the OPA"); provided, however, that such membership is not intended to apply to those persons who hold an interest in any such property merely as security for the performance of an obligation to pay money, e.g., mortgages or deeds of trust. However, if such person should realize upon such security and become the real owner of a Parcel within the Section, such person will then be subject to all the requirements and limitations imposed in these Restrictions on owners of Parcels within the Marina 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.

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C. The OPA shall be responsible for insect controls, for the maintenance, repair and upkeep of the private streets within the Subdivision; the appurtenant drainage and slope easements reserved by Declarant; for all waterways, and shall be responsible for providing fire and police protection for the residents of the Subdivision. Maintenance and upkeep of the bulkheads and other waterfront improvements in the Marina shall be the sole responsibility of the owner of the Marina. Maintenance of all boardwalks and walkways to be built by the owner of the Marina in easement areas shown on the Plat, to connect the Ocean Pines Yacht Club with the Section and with the Marina, shall initially be the responsibility of the owner of the Marina. Upon mutual agreement, however, maintenance of such boardwalks and walkways may be assumed by the OPA. 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 within the Section and Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge for the owner of the Marina, a commercial development, shall be equal to the annual assessment levied by the Association upon each single-family non-waterfront lot in the Subdivision multiplied by the total number of square feet of interior floor space existing from time to time in the commercial site, divided by 1,000. 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, or by Declarant's assigns as developer of the Section, by the OPA itself, or any corporation or corporations that may be created to acquire title to, and operate the water or sewer utilities serving the Section and the Subdivision or any waterway, beach, access tract, marina, golf course, tennis court, swimming pool, clubhouse, clubhouse grounds, campgrounds, or other like recreational facilities within the Subdivision.

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

(b) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate set by the Board of Directors of the OPA at an open board meeting held in February of each year. The OPA may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the OPA may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees, which lien shall encumber the Lot or Lots or Parcel or Parcels in respect of which the charge shall have been made, and which notice shall be filed in the Office of the Clerk of the Circuit Court of Worcester County, Maryland. Every such lien may be established and enforced in accordance with the provisions of the Maryland Contract Lien Act, as set forth in the Real Property Article of the Maryland Code, or any other law, rule or regulation relating to the establishment and enforcement of the same. In addition to the remedy of lien foreclosure, the OPA shall have the right to sue for such unpaid charges, interest, costs and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the OPA. Every person who shall become the owner of the title (legal or equitable) to any Lot or Parcel in the Section by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the OPA all charges that the OPA shall make pursuant to any paragraph or subparagraph of these Restrictions.

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

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

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

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

(a) For any period during which any OPA charge (including the charges and the fines, if any, assessed under paragraphs 11D, 12 and 13 of these Restrictions) owed by the member or associate member remains unpaid;

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

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

11. 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.

12. Grantee's Acceptance.

A. The grantee of any Parcel subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to

each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and 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 Parcels within the Marina to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to such Parcel.

13. 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.

14. 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.

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IN WITNESS WHEREOF, Ocean Pines L.L.C, Declarant, has caused this Declaration to be executed on its behalf by its proper officer and Ocean Pines Association, Inc., a non-profit Maryland corporation, has joined in this Declaration for the purposes set forth in Paragraph 10H and has caused this Declaration to be executed on its behalf for such purposes by its proper officer, all as of the day and year first herein written.

ATTEST:

OCEAN PINES L.L.C.

By: BALFOUR HOLDINGS, INC., Manager

Akron Cunningham

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

OCEAN PINES ASSOCIATION, INC.

Linda Morawski

By: Richard P. Brady

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STATE OF
COUNTY OF

TO WIT:

I HEREBY CERTIFY that on this 16th day of November, 1996, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ray F. Smith, Jr., Division President of BALFOUR HOLDINGS, INC., a Nevada 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.

Alicia Crisheim
Notary Public

My Commission Expires:

3-31-2000



STATE OF MARYLAND
COUNTY OF WORCESTER

TO WIT:

I HEREBY CERTIFY that on this 25 day of September, 1996, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Richard P. Brady 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.

Shyllis C. Lamb
Notary Public

My Commission Expires:

8-1-2000



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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.

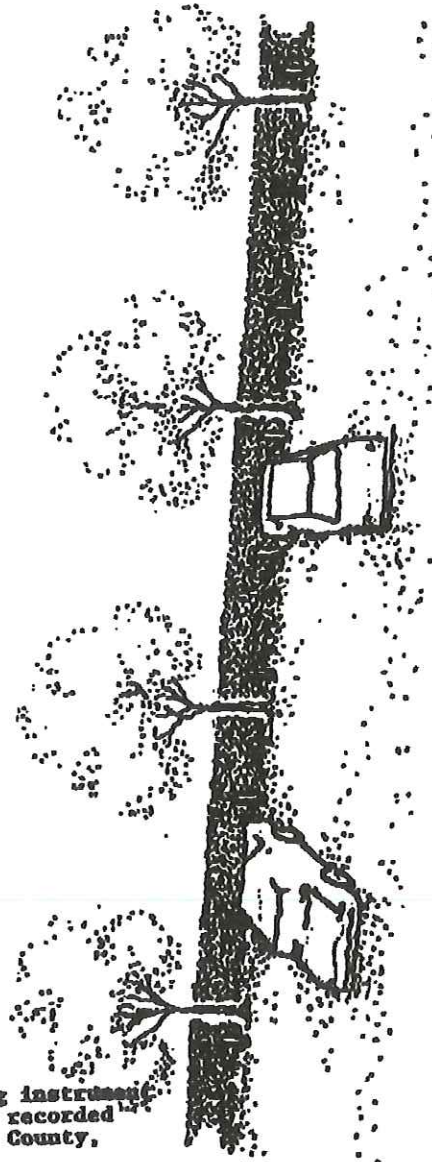


Thomas P. Perkins, III
1800 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

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

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EXHIBIT A



JAN 24 1997 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Richard H. Patton Clerk