

Return to Raymond D. Coates Esquire

RECEIPT NO. 114546 MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME
TO BE KNOWN AS "THE BORDERLINKS I CONDOMINIUMS"

THIS MASTER DEED, Made this 29th day of August, 1972, by OCEAN PINES CONDOMINIUMS, INC., a Delaware corporation (hereinafter referred to as "Developer").

WHEREAS, Developer holds the fee simple title to the property hereinafter described, which land was not restricted for use as subdivided numbered residential lots on the Plat of Section Four of Ocean Pines, recorded among the Plat Records of Worcester County, Maryland, in Liber F.W.H. 11, Folio 54, and was thereby reserved for multiple dwelling use in accordance with the provisions of Paragraph 1 of the Declaration of Restrictions for Section Four of Ocean Pines, dated January 10, 1969, and recorded among the Land Records of Worcester County, Maryland, in Liber 256, page 462; and

WHEREAS, Developer desires to submit the property hereinafter described together with the building and improvements erected or to be erected thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, to the regime established by the Horizontal Property Act, Section 117A, et. seq. of Article 21 of the Annotated Code of Maryland, (1966 Replacement Volume) (hereinafter called the "Horizontal Property Act") and hereby to establish for the property, a horizontal property regime to be known as "THE BORDERLINKS I CONDOMINIUMS".

NOW, THEREFORE, THIS MASTER DEED WITNESSETH: That

Developer, for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. CREATION OF HORIZONTAL PROPERTY REGIME. The Developer hereby submits the entire tract of land hereinafter described and the improvements to be constructed thereon to the regime established by the Horizontal Property Act and establishes a horizontal property regime as therein provided to be known as "The Borderlinks I Condominiums", to the end and intent that each co-owner shall hold the exclusive fee simple ownership of his condominium unit and an undivided fee simple interest in the common elements; and each condominium unit, together with the undivided interest in the common elements appurtenant thereto, may, subject to the terms, covenants and conditions hereof, be conveyed, leased, encumbered, inherited, or devised by will, all as fully, and to the same extent, as though each condominium unit were entirely independent of all other condominium units and as if each condominium unit constituted a single, independent, fee simple, improved lot or parcel of ground.

The property owned by the Developer which is hereby submitted to the condominium form of ownership is located in Worcester County, Maryland, contains 10.7937 acres of ground more or less and is described as follows:

Beginning at the southeasterly corner of Lot 692, Section 4, Ocean Pines, in the westerly line of Ocean Parkway, 70 feet wide; thence along the arc of a curve to the left having a radius of 1715.00 feet, chord bearing S. 01° 44' 24" E. 370.87 feet, a distance of 371.59 feet to the point of tangency of said curve; thence S. 04° 28' 02" W. 300.44 feet to the intersection of the westerly line of Ocean Parkway and the northerly line of Ocean City Expressway, Route 90; thence with the northerly line of Ocean City Expressway, Route 90, N. 85° 31' 58" W. 75.00 feet to the point of curvature of a curve to the left; thence along said curve to the left having a radius of 11609.16 feet; chord bearing S. 89° 44' 38" W. 1911.90 feet, a

distance of 1914.07 feet to a corner to Lots 111 and 112, Section 6, Ocean Pines; thence departing the northerly line of Ocean City Expressway, Route 90, with the easterly line of Lot 111, Section 6, Ocean Pines, N. 22° 49' 38" E. 164.40 feet to a corner of Lots 110 and 111, Section 6, Ocean Pines; thence with the easterly line of Lot 110, Section 6, Ocean Pines; thence with the easterly line of Lot 110, Section 6, Ocean Pines, N. 26° 54' 22" W. 168.74 feet to a corner to Lots 109 and 110, Section 6, Ocean Pines; thence departing Section 6, Ocean Pines, and running through Section 4, Ocean Pines, the following courses and distances: S. 74° 50' 09" E. 458.70 feet; East 170.67 feet; N. 66° 05' 25" E. 207.26 feet; East 154.21 feet; S. 81° 35' 48" E. 246.54 feet; S. 74° 58' 52" E. 503.41 feet; East 130.57 feet; N. 23° 30' 00" E. 150.00 feet; N. 18° 00' 00" W. 145.40 feet; N. 69° 04' 10" W. 81.57 feet; West 165.00 feet and North 186.94 feet to a point in the line of Lot 686, Section 4, Ocean Pines; thence with the line of 686, 687 and 688, Section 4, Ocean Pines, along the arc of a curve to the left having a radius of 606.50 feet, chord bearing N. 83° 47' 30.5" E. 161.73 feet, a distance of 162.21 feet to the point of tangency of said curve, a corner to Lots 688 and 689, Section 4, Ocean Pines; thence with the southerly line of Lots 689, 690, 691 and 692, Section 4, Ocean Pines, N. 76° 07' 47" E. 266.92 feet to the point and place of beginning and containing 10.7939 acres of ground.

Being the same tract of land which was conveyed by Boise Cascade Home & Land Corporation to Developer by Deed dated May 31, 1972, and recorded among the Land Records of Worcester County, Maryland, in Liber 352, Page 147.

And said land as improved by the Buildings and Improvements to be constructed thereon shall constitute the Condominium Project.

1A. EASEMENTS AND RESTRICTIONS

a. An easement for the benefit of the golf course of the Ocean Pines Golf and Country Club, and for the use, maintenance and enjoyment thereof, is hereby reserved in favor of Boise Cascade

Home & Land Corporation, Developer, and Ocean Pines Golf and Country Club, Inc., their respective successors and assigns, and in favor of all persons using the golf course of Ocean Pines Golf and Country Club over such parts of the property described in Paragraph 1 above which are indicated on the Plat of Condominium Subdivision as follows: (1) the entire area lying between the property line of The Borderlinks I Condominiums running adjacent to the golf course and the dotted line as shown on the Plat; (2) the general areas designated on the Plat for golf cart paths. Ocean Pines Golf and Country Club, Inc., its successors and assigns, shall have full responsibility for the use and maintenance of such areas and paths (exclusive of the roadway of Borderlinks Drive) in accordance with generally accepted standards of golf course use and maintenance. No structure or real or personal property improvements of any kind may be constructed, placed or maintained within such easement areas without the prior written approval of Ocean Pines Golf and Country Club, Inc., its successors and assigns. A further easement is hereby reserved in favor of Boise Cascade Home & Land Corporation, Developer, and Ocean Pines Golf and Country Club, Inc., their respective successors and assigns, and in favor of all persons using the golf course of Ocean Pines Golf and Country Club; such easement to be located within so much of the remainder of the property described in Paragraph 1 above as may be reasonably necessary from time to time for the use, maintenance and enjoyment of the golf course, for the maintenance of underground golf course irrigation lines, and for the location and retrieval of golf balls landing beyond the dotted line referenced above and shown on the Plat of Condominium Subdivision. Boise Cascade Home & Land Corporation and Ocean Pines Golf and Country Club, Inc. join in the execution of this Master Deed for the purpose of granting and imposing such rights, duties and privileges as provided in this Paragraph 1A.

b. All easements set forth in Paragraph 10 of the Declaration of Restrictions for Section Four of Ocean Pines, dated January 10, 1969, and recorded among the Land Records of Worcester

County, Maryland, in Liber 256, Page 462, are hereby imposed upon the property described in Paragraph 1.

c. Additional utility easements which may be necessary or proper in order to construct, operate and maintain water, sewer, electrical, telephone and cable television facilities are hereby reserved in favor of Choptank Electric Cooperative, Inc., Maryland Marine Utilities, Inc., and other companies providing any such services from time to time. Such easements shall be granted upon the request of the appropriate company.

2. DESCRIPTION OF THE BUILDINGS. The Borderlinks I Condominiums shall consist of a total of twenty-seven (27) buildings, each building to contain two condominium units, or a total of fifty-four (54) units. All condominium units will be of wood frame construction, built upon wood pilings.

The Buildings are to be constructed substantially in accordance with plans and specifications prepared by David J. Flood and Associates, Inc., Architects.

3. NAME OF CONDOMINIUM. This Condominium shall be known as "The Borderlinks I Condominiums".

4. CONDOMINIUM UNITS. The Buildings are to be located on the land shown on the Plat of Condominium Subdivision prepared by B. Calvin Burns, Registered Professional Engineer, which plat is intended to be recorded among the Plat Records of Worcester County, Maryland, simultaneously with the recording of this Master Deed. The Buildings are hereby subdivided into fifty-four (54) condominium units, each of which is shown, identified and described on the Plan of the Buildings prepared by B. Calvin Burns, Registered Professional Engineer, and intended to be recorded among the Plat Records of Worcester County, Maryland, simultaneously with the recording of this Master Deed. The owner of each condominium unit shall be a member of the Council of Co-Owners.

5. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS. The owner of each condominium unit shall have the exclusive fee simple ownership of his condominium unit, as provided above, and shall have a common right to a share with the other co-owners of an undivided fee-simple interest in the common elements of the condominium project equivalent to the percentage representing the value of his condominium unit, as hereinafter determined, to the value of the entire property, which percentage shall be hereinafter referred to as the percentage interest factor. The percentage interest factor shall be used to distribute the common expense of the condominium project and to determine the vote to be cast by each owner at any meeting of the Council of Co-Owners held in accordance with the By-Laws. The percentage interest factor for each condominium unit, hereinbelow established, shall not be changed without the acquiescence of all of the co-owners of the condominium units, which change, if made, shall be evidenced by an appropriate amendatory declaration recorded among the Land Records of Worcester County, Maryland.

For the purposes of establishing the percentage interest factor only, the value of each condominium unit and the percentage interest factor for each condominium unit shall be deemed to be 1.185185% (1/54) of the value of the entire condominium project.

The value established hereunder for each condominium unit is for the purposes herein provided only and shall not determine the market value of any condominium unit. The owner of any condominium unit may establish whatever value he deems appropriate for his condominium unit in all types of acts or contracts.

6. USE OF CONDOMINIUM UNITS. Each condominium unit in each Building shall be used only for residential purposes by the owner or owners thereof, their families, their guests or invitees, or the lessees of the owner, their families, guests or invitees, except that the Board of Governors may approve the incidental use of a portion of any particular condominium unit for personal office use if such

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use is consistent with all applicable public laws, ordinances and regulations. The Board of Governors, in its sole discretion, may rescind any such approval which it may have granted, and in such event, the particular condominium unit shall thereupon be used solely as a residence.

7. BOUNDARIES OF CONDOMINIUM UNITS. The boundaries of each condominium unit are the interior surfaces of its perimeter walls, floors, roofs, windows, window frames, doors and door frames and trim, and each condominium unit includes the portions of the building within said boundaries, excepting common elements. All private decks, including all woodwork in connection therewith, as designated on the plat shall be considered to be a part of the condominium unit to which they are attached.

Each of the eight (8) condominium units situated on the canal shall be entitled to the exclusive use of the waterfront area on the canal designated for each such unit on the Plat of The Borderlinks I Condominiums. The co-owner of each such canal condominium unit may build and maintain in such waterfront area a private dock or other structure extending into the canal, which does not interfere with navigation or the recreational use of the canal; provided, however, that the prior written approval of the Board of Governors and the Environmental Control Committee of Ocean Pines Association, Inc., must be obtained.

Any provision of this Master Deed to the contrary notwithstanding, the boundaries of each condominium unit shall be actual, as-built boundaries. In the event of any inconsistencies between boundaries indicated on the Plat and Plan of the Buildings, and the actual as-built drawings prepared after completion of construction, the as-built drawings shall control. The as-built drawings shall be kept among the records of the Board of Governors and shall be available for inspection.

8. COMMON ELEMENTS. The common elements consist of the entire property described in Paragraph 1 above, including all parts of the Buildings other than the condominium units and including,

without limitation, the following:

- a. The land on which the Buildings are erected;
- b. All pilings, foundations, posts, girders, beams, supports, and all other structural members;
- c. All perimeter walls, roofs, windows, window frames, doors and door frames of the buildings, but excluding the portions thereof on the unit side of such perimeter walls, roofs, windows, window frames, doors and door frames as in Paragraph 7 above provided;
- d. All yards, gardens, lawns, and other landscaped areas;
- e. All roadways, parking areas, sidewalks, signs, posts, entrance gateway and related site improvements;
- f. All installations for central services such as power, light, telephone, sewer pipes, hot and cold water, heat, air conditioning (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units) and all other mechanical equipment spaces;
- g. Bodies of water as shown on the plat;
- h. All other parts of the property and all apparatus and installations existing in the Buildings or on the property for common use or necessary or convenient to the existence, maintenance or safety of the property.

There shall be no limited common elements as that term is defined in the Horizontal Property Act.

The Board of Governors and its agents, servants, employees and contractors, shall have the irrevocable right and a perpetual easement to enter any condominium unit to inspect or examine the common elements and to maintain, repair or replace any common element located in, or accessible from any condominium unit, whether or not such common element is also accessible from any other condominium unit.

Each co-owner, in proportion to his percentage interest factor, shall contribute toward payment of the common expenses and no co-owner shall be exempt from contributing toward said common expenses, either by waiver of the use or enjoyment of the common elements, or any of them, or by the abandonment of his condominium unit. The contribution of each co-owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws. Such lien shall have preference over any

other assessment, lien, judgment, or charge of whatever nature except: (i) general and specific assessments for real estate taxes on the condominium unit; (ii) any deed of trust or mortgage covering on the condominium unit, duly recorded prior to assessment of the lien on such condominium unit, or duly recorded after receipt from the Board of Governors of a written statement acknowledging that payments on the lien are current as of the date of recordation of the deed of trust or mortgage; and (iii) liens for unpaid annual charges of the Ocean Pines Association, Inc., as provided in Section 9 hereof.

9. OCEAN PINES ASSOCIATION, INC. The owner of each condominium unit shall be and shall be required to be a member of Ocean Pines Association, Inc. and shall have the same rights, duties and privileges, in respect to each condominium unit, incident to Association membership, as a member of Ocean Pines Association, Inc. owning a numbered residential lot in the Ocean Pines Subdivision. Ocean Pines Association, Inc. joins in the execution of this Master Deed for the purpose of granting and imposing such rights, duties and privileges as provided herein. By virtue of such membership and the provisions of this Master Deed, the owner of each condominium unit shall be subject to and liable for the payment of a uniform annual charge per condominium unit which shall be the same as the uniform annual charge levied by Ocean Pines Association, Inc. on each single-family numbered residential lot within the Ocean Pines Subdivision. Condominium units with waterfront privileges (as described in Paragraph 7 above) shall pay the uniform annual charge levied by Ocean Pines Association, Inc. on each single-family waterfront lot and all other condominium units shall pay the uniform annual charge levied by Ocean Pines Association, Inc. on each single-family non-waterfront lot. The amount of said charge shall be determined by the Board of Directors of Ocean Pines Association, Inc. after consideration of current maintenance needs and future needs of Ocean Pines Association, Inc. for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in

no event be less than Eighty Dollars (\$80.00) for each condominium unit with waterfront privileges (as described in Paragraph 7 above) and Fifty Dollars (\$50.00) for all other condominium units, and provided further that no such charge shall ever be made against, or payable by Developer. Ocean Pines Association, Inc. shall have the same right to collect such charges from the owner of each condominium unit and to place a lien upon each such condominium unit which Ocean Pines Association, Inc. now has with regard to numbered residential lots as set forth in Paragraph 12 of the Declaration of Restrictions for Section Four of Ocean Pines dated January 10, 1969 and recorded among the Land Records of Worcester County, Maryland in Liber 256, page 462. The annual charge of Ocean Pines Association, Inc. shall be assessed against each condominium unit separately and shall not be considered a common expense of The Borderlinks I Condominiums.

10. CONDOMINIUM UNITS AND COMMON ELEMENTS. If any common element, or any part thereof, now or at any time hereafter, encroaches upon any condominium unit or any condominium unit encroaches upon any common element, whether such encroachment is attributable to construction, reconstruction, settlement, or shifting of the Buildings, or any other reason whatsoever beyond the control of the Council of Co-Owners and any condominium unit owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Council of Co-Owners or for the condominium unit owner, their respective heirs, successors and assigns, to provide for the encroachment and non-disturbance of the common element, or the condominium unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment wherever found.

The conveyance or other disposition of a condominium unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this section without specific or particular reference to such easement.

11. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF CONDOMINIUM UNITS.

Each condominium unit owner shall have an easement in common with the owners of all other condominium units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other condominium units and serving his condominium unit. Each condominium unit shall be subject to an easement in favor of the owners of all other condominium units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other condominium units and located in such condominium unit. The Board of Governors shall have a right of access to each condominium unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in the Buildings.

12. CONDOMINIUM UNITS SUBJECT TO MASTER DEED AND BY-LAWS.

All present and future owners, tenants and occupants of condominium units shall be subject to, and shall comply with the provisions of the Horizontal Property Act, of this Master Deed and the By-Laws as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any condominium unit shall constitute an agreement that the provisions of this Master Deed and the By-Laws, as they may be amended from time to time, are accepted and ratified by such owners, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such condominium unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

13. ADMINISTRATION OF CONDOMINIUM. In accordance with the provisions of Article II of the By-Laws, a Council of Co-Owners shall be formed comprising all of the condominium unit owners. As provided in Article III of the By-Laws, the Council of Co-Owners shall elect a

Board of Governors. The business and affairs of The Borderlinks I Condominiums shall be governed in the manner set forth in the By-Laws.

14. AMENDMENT OF MASTER DEED. Except for any alteration in the percentage of ownership in common elements appurtenant to each condominium unit, or any alteration of the basis for apportionment of assessments which may be levied with respect to common expenses (in which said instances consent of all of the condominium unit owners shall be required) and except as may otherwise be provided by the Horizontal Property Act, this Master Deed may be amended in the following manner:

a. For so long as Developer shall own all of the condominium units, Developer shall have the right to amend this Master Deed, the aforementioned plat and the aforementioned Plan of the Buildings (including any amendments altering the percentage of ownership in common elements) which amendment need only be signed and acknowledged by Developer and recorded among the Land Records of Worcester County. Such amendment shall specifically refer to the recording data identifying the Master Deed.

b. For so long as Developer shall own condominium units holding two-thirds (2/3) or more of the votes of the condominium units in the condominium project (computed in accordance with the percentage interest factors hereinbefore set forth), Developer shall have the right to amend this Master Deed, the aforementioned plat, and the aforementioned Plan of the Buildings in all respects (except for an amendment altering the percentage of ownership in common elements or in the basis for apportionment of assessments which may be levied with respect to common expenses in which instances, consent of all the unit owners is required) which amendment need only be signed and acknowledged by Developer and recorded among the Land Records of Worcester County. Such amendment shall specifically refer to the recording data identifying the Master Deed.

c. Irrespective of the number of condominium units owned by Developer, Developer reserves the right to change the interior design and arrangement of all condominium units, and to alter the boundaries between condominium units so long as Developer owns the

units so altered. No such change shall increase or decrease the number of condominium units nor alter the boundaries of the common elements without amendment of this Master Deed in the manner hereinafter provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Master Deed, the aforementioned plat or the aforementioned Plan of the Buildings which amendment need be signed and acknowledged only by Developer and recorded among the Land Records of Worcester County; and need not be approved by the Council of Co-Owners. Such amendment shall specifically refer to the recording data identifying this Master Deed.

d. Except as in the previous paragraphs, a, b and c provided, an amendment or amendments to this Master Deed, the aforementioned plat or the aforementioned Plan of the Buildings may be proposed by the Board of Governors acting upon a vote of the majority of the Board of Governors, or by the condominium unit owners owning a majority of votes of the condominium units in the condominium project (computed in accordance with the percentage interest factors hereinbefore set forth), whether meeting as the Council of Co-Owners or by instrument in writing signed by them. Upon any amendment or amendments to this Master Deed being proposed by said Board of Governors or condominium unit owner, such proposed amendment or amendments shall be transmitted to the President of the condominium project, or other officer of the condominium project in the absence of the President, who shall thereupon call a special meeting of the Council of Co-Owners for a date not sooner than twenty(20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each condominium unit owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited

in the United States mail addressed to the condominium unit owner at his post office address as it appears on the books of condominium project, the postage thereon prepaid. Any condominium unit owner may, by written waiver of notice signed by such condominium unit owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by two-thirds (2/3rds) affirmative vote (computed in accordance with the percentage interest factors hereinbefore set forth) of the condominium unit owners in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Master Deed shall be transcribed and certified by the President and Secretary for the condominium project as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Worcester County, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Master Deed. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of the condominium project shall be delivered to all of the condominium unit owners and mailed to the mortgagees listed in the registry required to be maintained by the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any condominium unit owner shall be recognized if such condominium unit owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the condominium project at or prior to such meeting.

15. INVALIDITY. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and in such event, all of the other provisions of this

Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

16. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

18. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, OCEAN PINES CONDOMINIUMS, INC., BOISE CASCADE HOME & LAND CORPORATION, OCEAN PINES ASSOCIATION, INC. and OCEAN PINES GOLF AND COUNTRY CLUB, INC. have caused this Master Deed to be duly executed on the day and year first herein written.

ATTEST:

John P. Borgwardt
John P. Borgwardt, Secretary

OCEAN PINES CONDOMINIUMS, INC.
By George E. McCown
George E. McCown, President

ATTEST:

John P. Borgwardt
John P. Borgwardt, Ass't. Secretary

BOISE CASCADE HOME & LAND CORPORATION
By George E. McCown
George E. McCown, Vice President

ATTEST:

Thomas P. Pelin
Secretary

OCEAN PINES ASSOCIATION, INC.
By Paul G. Gage
Vice President

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) To Wit:

THIS IS TO CERTIFY that on this 29th day of August, 1972, before me, the subscriber, in and for the State and County aforesaid, personally appeared GEORGE E. McCOWN, Vice-President of BOISE CASCADE HOME & LAND CORPORATION, a Delaware Corporation, and made oath in due form of law that the aforesaid Master Deed is the act and deed of said corporation.

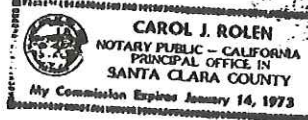
AS WITNESS my hand and notarial seal.

Carol J. Rolan
Notary Public

Carol J. Rolan

My Commission Expires:

January 14, 1973



STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) To Wit:

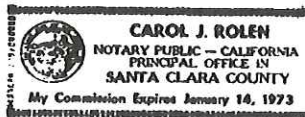
THIS IS TO CERTIFY that on this 29th day of August, 1972, before me, the subscriber, in and for the State and County aforesaid, personally appeared GEORGE E. McCOWN, President of OCEAN PINES GOLF AND COUNTRY CLUB, INC., a Maryland corporation, and made oath in due form of law that the aforesaid Master Deed is the act and deed of said corporation.

Carol J. Rolan
Notary Public

Carol J. Rolan

My Commission Expires:

January 14, 1973



BOOK 385 PAGE 584

Return to Hearne, Fox and Bailey

ATTORNEYS AT LAW

THE BALTIMORE COUNTY RECORDS

RECEIPT NO. 115935

This Amendment to Master Deed made this first day of February, 1973 by [unclear] Condominiums, Inc., a Delaware corporation (hereinafter referred to as "Developer"):

WHEREAS, by Master Deed dated [unclear] 1972 and recorded among the Land [unclear] County, Maryland in Liber [unclear] et seq., (hereinafter [unclear] Developer submitted [unclear] a horizontal [unclear] [unclear]

of [unclear] fact [unclear] (1/54) [unclear] rather than [unclear] set forth [unclear]

WHEREAS, [unclear] owns all of the [unclear] Condominiums and [unclear] Master Deed in accordance with Article 14(a) of the [unclear]

WHEREAS, it is the intent of this Amendment to Master Deed to correct the typographical error referenced above.

AMENDMENT TO MASTER DEED (NOT RELEVANT TO OPA)

LIB 385 PAGE 585

NOW, THEREFORE, THIS AMENDMENT TO MASTER DEED WITNESSETH, That the second full paragraph of Article 5 of the Master Deed be and it is hereby amended to read as follows:

"For the purposes of establishing the percentage interest factor only, the value of each condominium unit and the percentage interest factor for each condominium unit shall be deemed to be 1.351351% (1/54) of the value of the entire condominium project".

In all other respects the Master Deed is hereby confirmed.

IN WITNESS WHEREOF, Ocean Pines Condominiums, Inc. has caused this Amendment to Master Deed to be duly executed on the day and year first herein written.

ATTEST:

OCEAN PINES CONDOMINIUMS, INC.

[Signature]

George E. McCown
George E. McCown, President

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) To Wit:

THIS IS TO CERTIFY that on this first day of February, 1973, before me, the subscriber, in and for the State and County aforesaid, personally appeared GEORGE E. MCCOWN, President of OCEAN PINES CONDOMINIUMS, INC., a Delaware Corporation, and made oath in due form of law that the aforesaid Amendment to Master Deed is the act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Frank W. Hales
Notary Public

ARIEL HOEDEN
COUNTY CLERK
By Commission Expires December 22, 1974

1973 Feb 26 The foregoing Amendment filed for record and is accordingly recorded among the land records of Worcester County, Md. in Liber F.W.H. No. 385 folios 584
9 535 FRANK W. HALES Clerk