

DECLARATION OF RESTRICTIONS  
OCEAN PINES  
SECTION FOURTEEN-D

THIS DECLARATION, made this 27th day of April in the year nineteen hundred and seventy-three (1973), by BOISE CASCADE RECREATION COMMUNITIES, a division of BOISE CASCADE HOME & LAND CORPORATION, a Delaware corporation, herein referred to as "Declarant", WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat (herein called "the plat"), entitled "Ocean Pines", Section Fourteen-D, which plat is recorded or intended to be recorded among the Land Records of Worcester County, Maryland, and is made a part hereof and incorporated herein by reference; and

WHEREAS, all of the real property described in the plat comprises in the aggregate a part of the Ocean Pines general subdivision (herein called "Subdivision"); Declarations of Restrictions imposing restrictions upon Sections One, One-B, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, Thirteen, Fourteen and Fifteen-A of the Subdivision Having previously been recorded among the Land Records of Worcester County, Maryland; and

WHEREAS, there are subdivided numbered lots set forth and described in the recorded plat, which numbered lots comprise in the aggregate a single subdivision section (herein called "Section"), which is one of several sections contemplated in the Ocean Pines general subdivision, which other sections shall be developed from adjoining lands owned by Declarant; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them 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 all of the lots in the Section and Subdivision and the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said subdivided numbered lots 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, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat 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 subdivided numbered lots only and are specifically excluded from application to Parcels A and B and Wood Duck Park as set forth on the recorded plat. These three parcels are areas reserved for open space to be conveyed to Ocean Pines Association, Inc. in accordance with 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, 1998, after which time the same shall be extended for successive periods of ten (10) years each, unless an agreement signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time before January 1, 1983, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such lots and thereafter by a majority of such owners.

B. Declarant reserves to itself, its successors and assigns, the right to revoke at any time prior to the sale of any lot 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 recorded plats; provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Section of the Subdivision.

### 3. Mutuality of Benefit and Obligation.

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Section and the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Section and Subdivision and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future sections of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

### 4. Exclusive Residential Use and Improvements.

A. No numbered lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any such lot other than one (1) detached, single-family residence dwelling and such outbuildings constructed in connection with such residence as are usually accessory to a single-family residence dwelling including a private garage.

### 5. Environmental Control Committee

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, 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, shall be subject to and shall require the approval, in writing, before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three members. Declarant shall have the right to appoint, remove and reappoint two of the three members of the Committee until January 1, 1980. The third member shall be appointed by the Board of Directors of Ocean Pines Association, Inc. (hereinafter called the "Association") until January 1, 1980. From and after January 1, 1980, Declarant shall be required to relinquish to the Board of Directors of the Association its power to appoint and remove any member of the Committee.

C. There shall be submitted to the Committee a building application on forms approved by Declarant together with two (2) complete sets of plans and specifications 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:

(a) Site plans, showing the location on the lot of the building, walls, fence, driveway or any other structures or materials proposed to be constructed, altered, placed or maintained.

(b) Architectural plans, showing complete working drawings including floor plans, elevations, sections, utility plans and foundations, together with the proposed construction materials, color schemes for exterior finishes and any other information deemed necessary by the Committee.

(c) Landscape planting plans, showing the location on the lot of the building, other structures, existing plant materials, and proposed plant materials. Proposed plant materials shall be listed providing names, quantity and size.

A filing fee of \$30.00, which may from time to time be increased by the Committee, shall accompany the submission of such application and plans to defray Committee

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

D. The Committee 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 Committee for its permanent files.

E. The Committee 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; if such plans, specifications or details are not in accordance with all of the provisions of written design standards, policies and/or guidelines of the Committee in effect from time to time and available for review by lot owners; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Committee 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 Committee shall be final.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Whenever the Committee and federal, state and local agencies having jurisdiction in the premises shall approve plans and specifications for any residence, dwelling, pier or other structure, on, over or extending into any waterway, such structure may extend a maximum of fifteen (15) feet beyond the bulkhead lines as designated on the recorded plat of Section Fifteen-A, Ocean Pines, and the rights of any and all lot owners in the operation of the waterway as provided for in paragraph 15 hereof shall be limited accordingly.

#### 6. Size and Placement of Residences and Structures.

A. Every residence dwelling constructed on a lot shall contain a minimum of 1,200 square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other out-buildings); provided, however, that the Committee may reduce said minimum requirement to 720 square feet if, in the judgment of the Committee, the proposed residence dwelling would be in harmony with the general surroundings of the lot and with adjacent buildings and structures and would enhance the appearance of the area. The decision of the Committee in granting or denying any such waiver shall be final. In addition, the Committee shall also retain the power to grant variances as is set forth in Paragraph 9 hereof.

B. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of outbuildings and structures, including fences, walls and copings.

C. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

D. Except as hereinafter provided in 6-E, the following minimum dimensions shall govern for front, side and rear setbacks on all lots (except fences or walls where approved or required by the Committee) with respect to any dwelling house or above grade structure that may be constructed or placed on any lot in the Section:

- (a) Front yard: Twenty-five feet from the front line of each lot abutting a street;
- (b) Side yards: Least width - 12% of lot width; minimum of six feet from the

side lot line. Sum of widths: 30% of lot width; minimum of fifteen feet from side lot line.

(c) Rear yard: Thirty-five feet from the rear lot line.

E. The setback requirements set forth in Paragraph 6-D above are subject to possible stricter setback requirements which may be imposed from time to time by the Worcester County Zoning Ordinance or by any other federal, state or local agencies having jurisdiction in the premises. In the event that the applicable side yard requirements of the Worcester County Zoning Ordinance are made less restrictive than the requirements set forth in Paragraph 6-D(b) above, such zoning requirements shall supersede the provisions of Paragraph 6-D(b); provided, however, that in no event shall the permitted side yard setbacks be less than five feet from each side lot line.

F. In the event of possible conflicts, the setback requirements set forth in 6-D above shall in every instance take precedence over the setback requirements set forth on the recorded plat.

G. No change in ground level may be made of any lot in excess of one foot in height over existing grades without the written approval of the Committee obtained prior to the commencement of work.

#### 7. Particular Rules for Application of Setback Requirements.

A. If the line with respect to which a setback measurement is to be made is a meandering line, the average length of the two lot lines that intersect said meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side lot line" defines a lot boundary line that extends from the street on which the lot abuts to the rear line of the lot.

C. The term "rear lot line" defines the boundary line of the lot that is farthest from, and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by 6-D(c).

#### 8. General Prohibitions and Requirements.

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

(a) No outside toilet or individual water well shall be constructed on any lot. 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, tent, garage or other outbuilding shall be placed or erected on any lot; provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place, nor shall any overnight camping be permitted on any lot.

(c) Once the construction of improvements is started on any lot, 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.

(e) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(f) No animals or livestock of any description, except the usual household pets, shall be kept on any lot.

(g) All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee.

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

(i) Every tank for the storage of fuel installed outside any building in the Section or Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee 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 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 the Committee.

(l) All lots, 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 the accumulation of rubbish or debris thereon.

(m) No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot 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 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.

(o) No vehicle shall be parked on any street in the Subdivision. No truck of any type shall be parked for storage overnight or longer, on any lot in the Section or Subdivision in such a manner as to be visible to the occupants of other lots 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 Committee has been obtained.

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

(q) No tree over six inches in diameter shall be removed from any numbered lot in the Section or Subdivision without the written consent of the Environmental Control Committee.

(r) No exterior television or radio antenna of any kind shall be constructed or erected on any lot 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.

(s) No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any lot 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 Ocean Pines Association, Inc. 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 Ocean Pines

Association, Inc. The charge to be made 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.

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

(u) All residential structures are to be constructed so that the living quarters shall have a minimum elevation of nine feet above mean low water but not to exceed eleven feet above mean low water; 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.

#### 9. Variances.

A. The Committee 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; 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.

#### 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, the following easements and/or rights-of-way:

(a) For the use and maintenance of drainage courses of all kinds, those areas designated on the plat as "Drainage Easements". These easements are fifteen (15) feet in width unless otherwise specified on the recorded plats.

(b) For maintenance and permanent stabilization control of slopes in the slope control areas as set forth in note regarding slope easements on the plat.

(c) For access to "Utility Lots" as shown on the recorded plat and for installation and maintenance of facilities thereon, and further such additional easements shall be granted as are required 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 and similar waterfront improvements. The owners of lots contiguous to a waterway may not fill beyond the bulkhead or high water lines and may only build such structures on or extending into any waterway as are approved by the Committee as provided in paragraph 5-G above.

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 over strips of land five (5) feet in width along side property lines and ten (10) feet in width along the front and rear property lines of each lot and/or as noted on the plat.

C. Declarant reserves for itself, its successors or assigns, 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 10-B above.

D. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot 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 or maintenance 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, the drainage channel may be relocated as shown on the recorded plat by drainage arrows, provided such relocation does not cause an encroachment on any other lot in the Section or Subdivision. Improvements within such areas shall also be maintained by the respective lot owner, except for those for which a public authority or utility company is responsible.

E. In areas designated on the recorded plat for "Visual Easements", in order to preserve the view across such areas from neighboring properties, no structure or improvement of any kind may be constructed. In addition thereto, no landscaping or planting may be commenced or maintained in any such area by anyone other than Declarant, its successors and assigns, without the prior approval of the Committee. In all areas designated on the recorded plat for "Visual Easements", Declarant, its successors and assigns, reserve the right, but not the obligation, to landscape and plant all such areas to enhance the appearance thereof. Declarant, its successors and assigns, shall have complete discretion with regard to any and all such landscaping and planting. Declarant, its successors and assigns, also reserve the right, but not the obligation, to maintain any such areas in the event of the failure of the owner of the property to provide adequate maintenance after completion of landscaping and planting. On January 1, 1980, Ocean Pines Association, Inc. shall succeed to all rights reserved in this Paragraph 10E to Declarant, its successors and assigns.

F. In order to provide easements for pedestrian access and access for service vehicles to Wood Duck Park, strips of land two and one-half (2½) feet wide and ten (10) feet wide, running parallel to the side lot lines of certain designated lots adjacent to Wood Duck Park, are hereby reserved as pedestrian access easements and vehicular access easements, respectively. Such easements are set forth on the recorded plat.

G. The lots in the Section or Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

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

#### 11. Ownership, Use and Enjoyment of Streets, Parks and Recreational Amenities.

A. Each of the streets in the Section or Subdivision designated on the plat is a private street, and every park, recreational facility and other amenity within the Section or Subdivision is a private park, facility or amenity and neither Declarant's execution or recording of the plat nor any other act of Declarant with respect to the plat is, or is intended to be, or shall be construed as, a dedication to the public of any of said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated on the plat as parks is reserved to Declarant, its successors and assigns; to the persons who are, from time to time, members or associate members of the Ocean Pines Association, Inc.; to the members and others eligible to use Ocean Pines Golf and Country Club, Inc. (an 18-hole golf course); to the members and owners of Ocean Pines Swim and Racquet Club, Inc.; to all users of Ocean Pines International Yacht Club, Inc., and to the successors and assigns of all such clubs; to the residents, tenants, and occupants of any multi-family residential buildings, guest house, inn or hotel facilities, and all other kinds of residential structures that may be erected within the boundaries of the Section or Subdivision; 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 Ocean Pines Association, Inc., and to the invitees of all the aforementioned persons.

B. The ownership of recreational amenities within the Section and Subdivision, which may include, but shall not be limited to, waterways, dams, water impoundments, marinas, beaches, access tracts, golf courses, tennis courts, swimming pools, clubhouses,

and adjacent clubhouse grounds, and campgrounds, shall be in Declarant or its subsidiaries, successors or assigns, and the use and enjoyment thereof shall be on such terms and conditions as Declarant, its subsidiaries, affiliates, successors or assigns, shall from time to time license; provided, however, that any or all of such amenities may be conveyed to the Ocean Pines Association, Inc., which conveyance shall be accepted by it, provided the same is free and clear of all financial encumbrances.

C. Declarant hereby covenants, for itself, its successors and assigns, that it will convey fee simple title to the streets in Section 14-D and fee simple title subject to all applicable easements and restrictions and rights and regulations of federal, state and local agencies in parcels "A" and "B" and Wood Duck park as set forth on the recorded plat to Ocean Pines Association, Inc., upon completion of the streets in Section 14-D. Such conveyance shall be subject to the easements of record; and subject to the express condition that Ocean Pines Association, Inc. will properly maintain all such streets, parcels "A" and "B" and Wood Duck Park. Declarant, its successors and assigns, reserve the right at any time to make any repairs thereto which it deems necessary and proper and to charge the Association for all such repairs.

## 12. Ocean Pines Association, Inc.

A. Every person who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of the Ocean Pines Association, Inc., a Maryland non-profit corporation, herein referred to as "Association"; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot 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 his security and become the real owner of a lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

C. The Association shall be responsible for insect controls, for the maintenance, repair and upkeep of the private streets, and parks within the Subdivision; the appurtenant drainage and slope easements reserved by Declarant; all waterways, bulkheads and other waterfront improvements and shall be responsible for providing fire and police protection for the residents of the Subdivision. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Subdivision as it may from time to time own. In the event that the Association at any time fails to properly maintain such streets, parks, easements, waterways and bulkheads and other waterfront improvements, 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 Association 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 Association 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 Association an annual charge per single-family residential 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; and provided further that, in the absence of any written agreement entered into between Declarant and the Association, either before or after the date hereof, no such charge shall ever be made against, or be payable by, the Declarant, the Association 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 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 Association on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association 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 of six per cent (6%) per annum; the Association may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the Association 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 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 foreclosed by equitable foreclosure at any time within three (3) years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the Association 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 Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision 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 Association all charges that the Association shall make pursuant to any paragraph or sub-paragraph of these Restrictions.

(c) The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association 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 Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the members of the Association 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 thereof, and other property within the Section and Subdivision such as streets, parks and properties which shall have been conveyed to the Association.

F. The lien of a mortgage or deed of trust placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the laws of the State of Maryland, shall be from the date of recordation, superior to any and all such liens provided for herein.

G. The Board of Directors of the Association 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 Association of any member (or associate member).

(a) For any period during which any Association charge (including the charges and the fines, if any, assessed under paragraphs 12-D, 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 Association;

(c) During the period that any bill for water or sewer service or availability rendered to the member or associate member shall remain unpaid.

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

### 13. Speed Limits.

A. Speed limits for streets and waterways and the rules governing the use of parks within the Section and Subdivision shall be as promulgated from time to time by Declarant, its successors and assigns. Appropriate postings of these speed limits shall be made. The Association shall have the power to assess fines for the violation of the speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association, 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 Association or through the use of the sanctions prescribed in subparagraph 12-G of the Restrictions.

### 14. Association'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 Association, the Association 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 Association shall not be liable for any damage which may result from any maintenance work performed hereunder.

### 15. Reservation of Easement for Operation of Waterways.

A. The Declarant reserves to itself and its successors and assigns, and to the Association, such an easement for private ingress, egress, navigation and flowage upon, across and through the waterway portion of each of said lots contiguous to said waterway as is reasonably necessary in connection with operating said waterways; provided, however, that said easement created herein and shown on said plat shall in no way affect the right of any lot owner to construct and maintain any residence dwelling, pier or other structure approved by the Environmental Control Committee pursuant to paragraph 5 hereof, and by federal, state and local agencies having jurisdiction in the premises, which residence, dwelling, pier, or other structure may extend on, over or into said waterway. Insofar as the easement for private ingress, egress, navigation and flowage is shown on the recorded plat of Section Fourteen-D, Ocean Pines, the terms of this paragraph shall be deemed controlling as to any and all rights of the lot owners in the operation of the waterway. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant, shall be liable for loss of property or for damages caused by water, ice, erosion, washing, flooding or other action by storm or act of God.

### 16. Charges for Water and Sewer Availability.

A. Every owner (legal or equitable) of a lot in the Section or Subdivision shall be conclusively presumed to have covenanted by acquiring title to such lot (regardless of the

means of such title acquisition) to pay a water availability charge to Declarant, its successors and assigns, at the rate of Five Dollars (\$5.00) per month per lot commencing upon the date that water mains are operating or are ready for operation adjacent to or in the immediate vicinity of the lot and continuing thereafter so long as water service is available, and until such time as the construction of a dwelling on the lot has been completed and a utility connection made. Unpaid charges shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum. Unpaid charges shall constitute a lien upon and encumber the lot or lots for which the charges shall have been made, and the Declarant, its successors and assigns, shall have the same rights and remedies to record, foreclose and collect such liens as are reserved to the Ocean Pines Association with regard to its charges as set forth in paragraph 12-D(b) of these Restrictions. The amount and duration of the availability charges for water shall be subject to regulation by the Public Service Commission of Maryland in the event that said Commission exercises jurisdiction in the premises.

B. Every owner (legal or equitable) of a lot in the Section or Subdivision shall be conclusively presumed to have covenanted by acquiring title to such lot (regardless of the means of such title acquisition) to pay a sewer availability charge to Declarant, its successors and assigns, at the rate of Five Dollars (\$5.00) per month per lot, commencing upon the date that sewer mains are operating or are ready for operation adjacent to or in the immediate vicinity of the lot and continuing thereafter so long as sewer service is available and until such time as the construction of a dwelling on the lot has been completed and a utility connection made. Unpaid charges shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum. Unpaid charges shall constitute a lien upon and encumber the lot or lots for which the charges shall have been made and the Declarant, its successors and assigns, shall have the same rights and remedies to record, foreclose and collect such liens as are reserved to the Ocean Pines Association with regard to its charges as set forth in paragraph 12-D(b) of these Restrictions. The amount and duration of the availability charges for sewer shall be subject to regulation by the Public Service Commission of Maryland in the event that said Commission exercises jurisdiction in the premises.

#### 17. Remedies.

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

B. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth in 17-A 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.

#### 18. Grantee's Acceptance.

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant and 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 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, including, but not limited to, its proximity to golf course fairways or waterways.

19. 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.

20. 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, Boise Cascade Recreation Communities, a division of Boise Cascade Home & Land Corporation, a Delaware corporation, 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.

BOISE CASCADE RECREATION  
COMMUNITIES, a division of  
BOISE CASCADE HOME & LAND  
CORPORATION

By:

Vice-President

OCEAN PINES ASSOCIATION, INC.

By:

Evan D. Anderson - President

John C. Harrington

STATE OF

COUNTY OF

TO WIT:

I HEREBY CERTIFY that on this 8th day of May, 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. Philip Silver, Vice President of Boise Cascade Recreation Communities, a division of BOISE CASCADE HOME & LAND CORPORATION, a Delaware 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.

My Commission Expires:

STATE OF MARYLAND

COUNTY OF

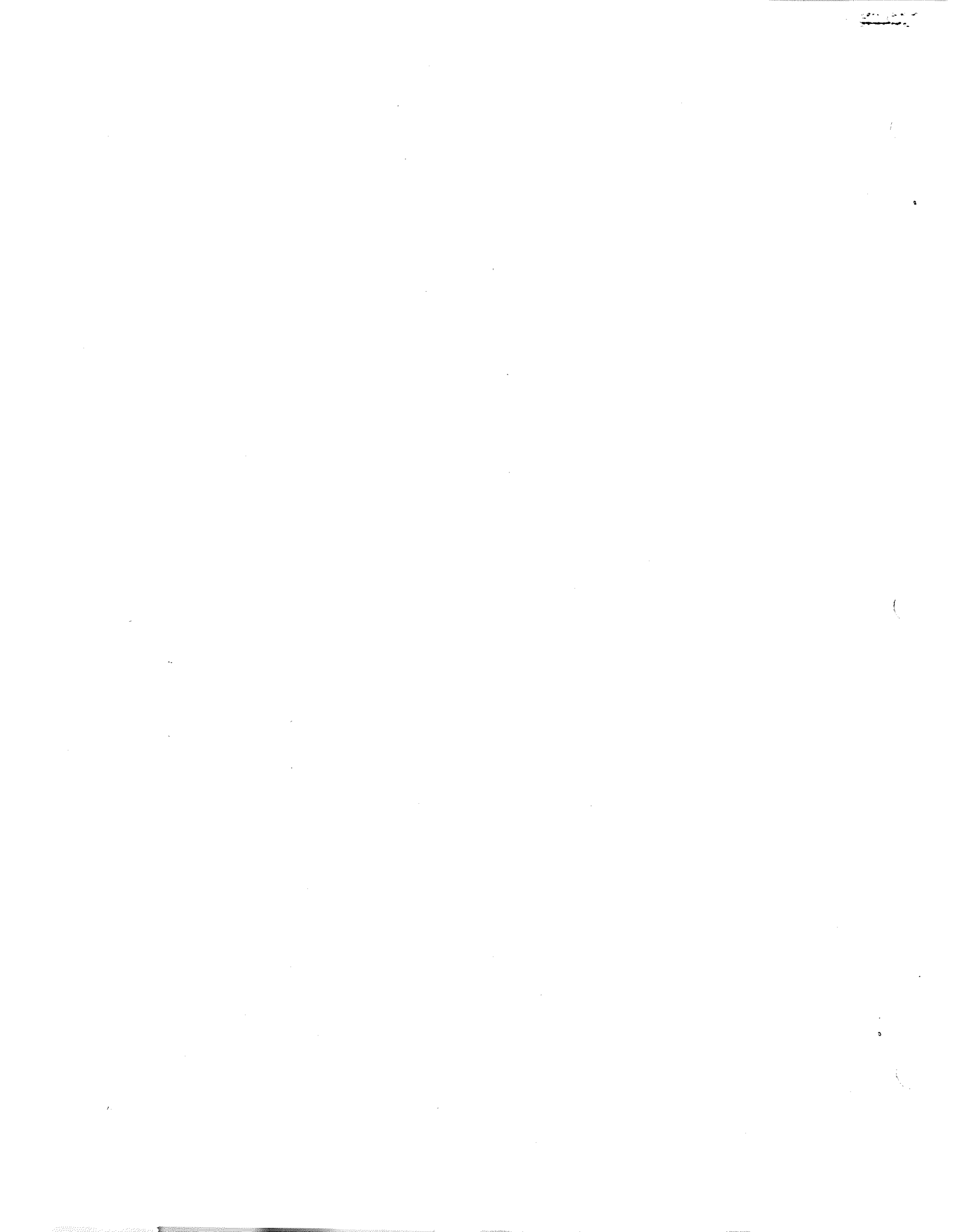
TO WIT:

I HEREBY CERTIFY that on this 27th day of April, 1974, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Evan D. Anderson, 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:





20. 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, Boise Cascade Recreation Communities, a division of Boise Cascade Home & Land Corporation, a Delaware corporation, 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.

BOISE CASCADE RECREATION COMMUNITIES, a division of BOISE CASCADE HOME & LAND CORPORATION

By: R. Philip Silver  
Vice-President

OCEAN PINES ASSOCIATION, INC.

By: Evan D. Anderson  
Evan D. Anderson - President

TO-WIT:



John C. Harrington  
John C. Harrington  
STATE OF Maryland  
COUNTY OF Worcester

I HEREBY CERTIFY that on this 4th day of May 1973, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. Philip Silver, Vice President of Boise Cascade Recreation Communities, a division of BOISE CASCADE HOME & LAND CORPORATION, a Delaware 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

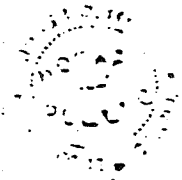
John C. Harrington  
Notary Public  
My Commission Expires: 1983

USER 4:36 PM 99

STATE OF MARYLAND  
COUNTY OF MONTGOMERY TO WIT:

I HEREBY CERTIFY that on this 27th day of April, 1974, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Evan D. Anderson, 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



*[Signature]*  
Notary Public

My Commission Expires:

July 1, 1974

1974 May 16 The foregoing Declaration filed for record and is accordingly recorded among the land records of Worcester County, Md. in Liber P.W.H. No. 456 folios P2, P3, P4, P5, P6, P7  
FRANK W. HALES, Clerk

Pp. 89, 90, 91, 92  
93, 94, 95, 96  
97, 98, 99

OCEAN PINES - SECTION FOURTEEN-D

CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS

Charles G. Haynes, Sr., President of Ocean Pines Association, Inc., does hereby make the following certification with regard to the Amendment of Declaration of Restrictions of Section Fourteen-D of Ocean Pines Subdivision in the Third Election District of Worcester County, Maryland.

WHEREAS, the Declaration of Restrictions of Section Fourteen-D, which said Declaration of Restrictions is duly recorded among the Land Records of Worcester County, Maryland in Liber F.W.H. No. 436, folio 82 et seq., contains the following provision:

"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, 1998, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part; ..."

and;

WHEREAS, the Declaration of Restrictions in Section Fourteen-D of Ocean Pines Subdivision, contains the provisions in Paragraph 4 as follows:

"4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No numbered lot shall be used except for residential purposes. No

*W. S. M. H. M.*

RICHARD H. STEPHENSON  
CLK. CL. CR.  
WOR. CO.  
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structures shall be erected, placed or permitted to remain on any such lot other than one (1) detached, single family residence dwelling and such outbuildings constructed in connection with such residence as are usually accessory to a single family residence dwelling including a private garage."

and;

WHEREAS, by the provisions of Section 11A-104 (a)(2) of the Real Property Article of the Annotated Code of Maryland, it is provided that the owners of property in a residential community governed by recorded covenants and restrictions may prohibit time-shares in any property subject to the recorded covenants and restrictions by amending the recorded covenants and restrictions by a vote of the owners in accordance with the majority requirements of the recorded covenants and restrictions; and

WHEREAS, there are 109 Lots in Section Fourteen-D of said subdivision, and

WHEREAS, the owners of lots in Section Fourteen-D of said Subdivision voted by a vote of 79 in favor and 5 opposed to amend the said restriction in the manner following:

(In the following paragraphs, new material to be inserted is underlined; changed or deleted material is stricken over with dashes -----.)

#### "4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No numbered lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any such lot other than one (1) detached, single family residence dwelling and such outbuildings constructed in connection with such residence as are usually accessory to a single family residence

dwelling including a private garage.

B. No lot 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. Time-shares shall be prohibited in the Section."

and, FURTHER that the owners of lots in Section Fourteen-D within said subdivision did vote by a vote of 73 in favor and 11 opposed to further amend the Declaration of Restrictions in the manner following:

8 A (o). shall be amended as follows:

"No vehicle shall be parked on any street in the subdivision. ~~No truck shall be parked for storage~~ 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 in the Section or Subdivision in such a manner as to be visible to the occupants of other lots 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 Committee has been obtained."

and,

FURTHER that the lot owners of lots in Section Fourteen-D within said subdivision did vote by a vote of 74 in favor and 10 opposed to further amend the Declaration of Restrictions in the manner following:

Paragraph 12 D (b) shall be amended as follows:

"12 D (b) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of ~~six per cent~~ ~~{6%}~~ ~~per annum~~, ~~set~~ by the Board of

Directors at an open Board meeting in February of each year; the Association may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the Association 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 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 foreclosed by equitable foreclosure at any time within three years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the Association 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 Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision by any means is hereby notified that, by the fact of acquiring such title, such person will be conclusively held covenanted to pay the Association all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions."

and,

WHEREAS, the said owners did, by document (the form of which is attached hereto), appoint Charles G. Haynes, Sr. as attorney-in-fact for the purpose of filing a certification among the Land Records of Worcester County, designating the vote of said Section with regard to the amendment as set forth herein.

NOW, THEREFORE, THIS CERTIFICATION OF AMENDMENT OF DECLARATION OF RESTRICTIONS, WITNESSETH: that Charles G. Haynes, Sr., President of Ocean Pines Association, Inc., does hereby certify that the



Declaration of Restrictions of Section Fourteen-D in Ocean Pines Subdivision, Third Election District of Worcester County, Maryland, shall be amended to read in pertinent part as follows:

"4 B. No lot 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. Time-shares shall be prohibited in the Section."

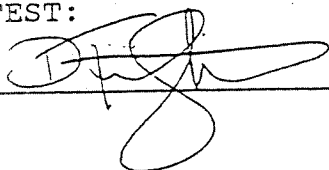
"8. A (o). No vehicle shall be parked on any street in the subdivision. No vehicle, with a load capacity of one (1) ton or greater, including but not limited to commercial trucks, trailer trucks, and buses shall be parked or stored overnight or longer on any lot in the Section or Subdivision in such a manner as to be visible to the occupants of other lots 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 Committee has been obtained."

"12 D (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 in February of each year; the Association may publish the name of the delinquent member in a list of delinquent members, or by any other means of publication; and the Association 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 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 foreclosed by equitable foreclosure at any time within three years after the date on which the notice thereof shall have been filed. In addition to the remedy of lien foreclosure, the Association shall have the right to sue for such unpaid charges,

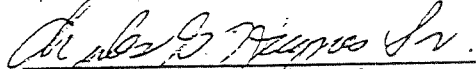
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interest, costs and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by the delinquent member or members to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision by any means is hereby notified that, by the fact of acquiring such title, such person will be conclusively held covenanted to pay the Association all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions."

ATTEST:

  
\_\_\_\_\_

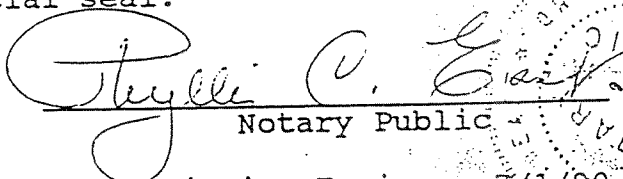
OCEAN PINES ASSOCIATION, INC.

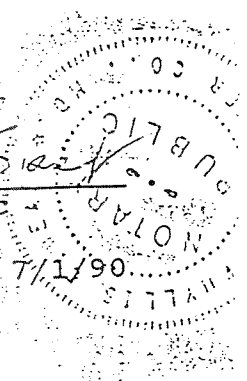
By:  (SEAL)  
Charles G. Haynes, Sr.  
President - Ocean Pines  
Association, Inc.

STATE OF MARYLAND, WORCESTER COUNTY, to wit:

I HEREBY CERTIFY that on this 28 day of June, 1990, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES G. HAYNES, SR., who certified that the matters and facts contained in the Certification of Amendment of Declaration of Restrictions are true to the best of his knowledge and belief.

AS WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 7/1/90



CONSENT TO AMENDMENTS TO DECLARATION OF RESTRICTIONS AND POWER OF ATTORNEY

This will certify that the undersigned is/are the owner(s) of Section . Lot No. in the subdivision of Ocean Pines, and declare under the penalties of perjury that his/her/their signature(s) is/are true and correct and that by signing this document the following votes regarding amendments are true and correct, and further that he/she/they do designate Charles G. Haynes, Sr., President of Ocean Pines Association to be the true, sufficient and lawful attorney-in-fact for said owner(s), and in the owner(s) name(s), place and stead to record among the Land Records of Worcester County, Maryland the certification of the owner(s) votes as herein set forth for the amendments as set forth herein, and the said owner(s) further agree that the certification, by said attorney-in-fact is binding the owner(s) as though the owner(s) original signature(s) is/are recorded among the Land Records of Worcester County, Maryland.

This Power of Attorney is LIMITED to the purpose set forth herein and shall be used for no other purpose.

FIRST AMENDMENT-TO PROHIBIT TIME SHARE OWNERSHIP  
( ) FOR ( ) AGAINST

SECOND AMENDMENT-TRUCK DEFINITION  
( ) FOR ( ) AGAINST

THIRD AMENDMENT-INTEREST ON DELINQUENT ASSESSMENTS  
( ) FOR ( ) AGAINST

CLERK'S NOTATION  
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

EACH OWNER MUST INDIVIDUALLY SIGN.

By: \_\_\_\_\_ (SEAL) By: \_\_\_\_\_ (SEAL)

DATE: \_\_\_\_\_, 1990

DATE: \_\_\_\_\_, 19

*Amended*  
1990-July 10 The foregoing *Restrictions* filed for record and is accordingly recorded among the land records of Worcester County, Md. in Liber, R.H.D. No. *1662* folios *387* thru *393*  
*Richard H. Cotton* Clerk