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DECLARATION OF

RESTRICTIONS, COVENANTS, EASEMENTS, EQUITABLE
SERVITUDES, CHARGES, ASSESSMENTS AND LIENS
OF
WHITE HORSE PARK
RECREATIONAL VEHICLE DEVELOPMENT

THIS DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS, EQUITABLE SERVITUDES, CHARGES, ASSESSMENTS AND LIENS, made this 25th day of February, 1983, by WHITEHORSE PARK RECREATIONAL VEHICLE DEVELOPMENT CO., INC., a Maryland corporation, with its principal office being located in Ocean City, Worcester County, Maryland, hereinafter referred to as the "Declarant", WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located near Ocean Pines, Berlin, Worcester County, Maryland, known as "White Horse Park Recreational Vehicle Development", hereinafter referred to as the "Development", described on the subdivision plats, hereinafter referred to as the "Plats", as recorded by the Declarant among the Plat Records of Worcester County, Maryland (the "Clerk of the Court's Office") and identified thereon as "White Horse Park Recreational Vehicle Development", and which is more particularly described on Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, Declarant desires to sell and convey the Lots and parcels, referred to herein as "Campsites" within the Development as shown on the Plats and before doing so desires to impose upon them mutual and beneficial restrictions, covenants, easements, equitable servitudes, charges, assessments and liens under a general plan of development and improvement for the mutual benefit of all Campsites therein and for the Owners thereof, present and future.

NOW, THEREFORE, WHITEHORSE PARK RECREATIONAL VEHICLE DEVELOPMENT CO., INC., declares that all of the Campsites and all other property in the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said Campsites and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended: to create mutual equitable servitudes upon each of the Campsites in favor of all such Campsites, with each Owner covenanting and agreeing with each and every other Owner and with Declarant, and for their mutual benefit, that the Owners, their heirs, administrators, successors and assigns will faithfully keep, observe and perform the covenants and conditions hereof for the benefit of each and every other Owner; to grant each and every Owner the right to enforce, in law or equity, the performance hereof by each and every Owner; and to operate as covenants running with the land for the benefit

of each and every Campsite in the Development and their respective Owners, present and future.

I. DEFINITIONS

The following terms and phrases as used in this Declaration shall be defined as follows, unless the context clearly indicates otherwise:

1.1 "Association" means the White Horse Community Association, Inc., a Maryland not-for-profit corporation.

1.2 "Board" means the Board of Directors of the Association elected pursuant to the provisions hereof and the By-laws.

1.3 "By-laws" means the By-laws of the Association.

1.4 "Campsite" means any numbered Lot designated on a recorded Plat to be used in accordance with the Declaration, or any Supplemental Declaration(s), for camping purposes.

1.5 "Committee" means the Environmental Control Committee, the members of which, initially, shall be the members of the Board and thereafter shall be such as are appointed by the Board, pursuant to the provisions hereof.

1.6 "Common Area" means any and all real property designated as such on a Plat(s) and all real property acquired by the Association, whether from the Declarant or otherwise, together, in each instance, with all improvements which may be at any time constructed thereon, including, but not limited to, Roads, Utility Facilities (including, but not limited to, feeder or service lines for electricity, water, sewer, telephone and community television), Recreational and Community Facilities, Storage Areas and Maintenance Facilities.

1.7 "Declarant" means Whitehorse Park Recreational Vehicle Development Co., Inc., a Maryland corporation, its successors and assigns.

1.8 "Declaration" means the Declaration of Restrictive Covenants, dated February 25, 1983, made by the Declarant and which shall be recorded among the Land Records of Worcester County, Maryland, setting forth certain restrictive covenants, easements, etc. with respect to the Development as the same may be amended or supplemented from time to time.

1.9 "Development" means all of the real property comprising WHITEHORSE PARK RECREATIONAL VEHICLE DEVELOPMENT, located adjacent to Ocean Pines, Worcester County, Maryland, as shown on the Plats as provided in the Declaration, including any real property annexed thereto as provided therein.

1.10 "Household" means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than 3 adult persons, not so related, who, in each instance, regularly and customarily reside together in the same house or home as a principal residence.

1.11 "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, decks, piers, hedges, poles, antennae and any other structures of any type or kind.

1.12 "Lot" means any numbered, named or lettered tract of real property with such boundaries as are shown on the Plat.

1.13 "Management Contract" means the agreement between the Declarant and the Agent which provides for management services to the Association in connection with the operation, maintenance and use of the Development, including the common areas.

1.14 "Owner" means any person, or persons, including Declarant who hold(s) fee simple title to any Campsite.

1.15 "Plat" means a final subdivision map(s) with respect to the Development, as recorded by the Declarant in the Land Records for Worcester County, Maryland. The term "Plats" shall mean all of the final subdivision maps of the Development, as recorded by Declarant from time to time, including any additions or revisions thereto.

1.16 "Recreational Vehicles" means a vehicular type unit initially designed as a temporary living quarters for recreational camping or travel use which either has its own mode of power or is mounted on or drawn by another vehicle. The basic types of approved recreational vehicles within the subdivision must be approved with the Recreational Vehicle Institute Association (R.V.I.A.) seal or standards and are limited to the following:

(a) Travel Trailers - A licensed vehicle, mounted on wheels, of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle; initially designed and constructed to provide temporary living quarters for recreational, camping or travel use. This definition does not preclude telescoping additions as long as a unit meets roadway requirements.

(b) Motor Home - A licensed vehicle which has its own mode of power and designed and constructed as temporary living quarters for recreational, camping or travel use.

1.17 "Road" means any and all of the real property designated as such on a Plat.

1.18 "Tent" means a movable shelter made of canvas or other similar new material, supported by a pole or poles and designed and manufactured to provide temporary living quarters for recreational and camping use.

1.19 "Transfer, Construction and Operation Agreement" means the agreement between the Declarant and the Association dated February 25, 1983, providing for, inter alia, transfer of Common Areas to the Association, construction of Improvements thereto, including Roads, Utility Facilities and certain recreational facilities as provided therein, operation and maintenance of Common Areas and Improvements thereto by the Association and Transfer of the Improvements to the Association.

1.20 "Utility Facilities" means all property, real, personal or mixed acquired or constructed by Declarant or the Association and used or useful in connection with providing water supply service, sanitary sewage collection and disposal service and electric service to Campsites within the Development, or providing such other services including cable television service and telephone) as shall be determined by the Declarant or Association to be useful or necessary to Campsites or the Development.

II. TERM

2.1 The provisions of this Declaration shall run with the land, shall exist and shall be binding upon all parties claiming any interest in the Development in perpetuity, unless an amendment hereto has been duly adopted and recorded as hereinafter provided.

III. LAND USES

3.1 Campsites. Unless otherwise provided in this Declaration, Campsites shall be used only for camping purposes. Owners of Campsites may place thereon approved Recreational Vehicles (which are capable of connection to individual Campsite sewer, water and electrical hookups) and any related facilities as may be approved by the Committee. Exceptions may be approved

by the Committee, provided said exceptions do not violate any local, county or state ordinances, rules and regulations or laws. Except as approved by the Committee, no permanent or semi-permanent structure may be erected on any Campsite, nor may any mobile home be located or placed thereon, it being the intention of the Declarant to exclude such mobile homes from use on the Campsites shown on the Plat. No tents may be erected or pitched on any Campsite, same being expressly precluded. No Recreational Vehicle other than those described or defined above shall be placed on any Campsite unless approval therefor shall have been obtained from the Committee. All Recreational Vehicles in the Development shall be maintained in a transportable condition at all times and shall be fully self-contained.

CAMPsites SHALL BE OCCUPIED ONLY ON A SEASONAL BASIS AND IT SHALL BE UNLAWFUL FOR ANY PERSON TO CONTINUELY OCCUPY ANY SUCH CAMPSITE OR LOT OR UNIT FOR MORE THAN NINETY (90) CONSECUTIVE DAYS OR FOR MORE THAN NINETY (90) DAYS IN ANY SINGLE ONE HUNDRED EIGHTY (180) DAY PERIOD. This specified period of use, or limitation of use of the Campsites cannot, and shall not be, amended without the written consent of the County Commissioners for Worcester County, Maryland. This limitation of use shall be, and is, enforceable by the said County Commissioners. Further, no Campsite shall be the primary and principal residence of the Owner, or any other occupant thereof, it being the express intention of Declarant that each Campsite be used and occupied for camping and recreational purposes only by a single Household. The Committee or the Managing Agent may require any Owner to remove a Recreational Vehicle for a period of twenty four (24) hours at any time to establish mobility. Nothing herein contained shall prevent any Owner from storing his Recreational Vehicle on his/her Campsite, without occupancy, during periods of non-use.

3.2 Common Areas.

(a) Roads: All real property in the Development designated as Roads on the Plats are and shall remain private property, and Declarant's recording of the Plats shall not be construed as dedication of the Roads to public use. The Roads shall be constructed by Declarant and transferred to the Association pursuant to the provisions of the Transfer, Construction and Operation Agreement. All Owners shall have the use and enjoyment of the Roads subject to the provisions hereof and to reasonable rules and regulations from time to time adopted by the Association. Declarant reserves the right to the use of the Roads in connection with its sales and development program. Operation and maintenance of Roads shall be the responsibility of the Association.

(b) All other Common Areas, excluding the Utility Facilities which are governed by Part VI hereof, are and shall remain private property and Declarant's recording of the Plats shall not be construed as dedication of any such Common Areas to public use. Subject to the provisions of the Transfer, Construction and Operation Agreement, Declarant will transfer to the Association all Common Areas together with any Improvements constructed thereon. The use and enjoyment of Common Areas and Improvements thereon shall be subject to the provisions hereof and to reasonable rules and regulations from time to time adopted by the Association. Declarant reserves

the right to the use of Common Areas and any Improvements thereon in connection with its sales and development program. Operation and maintenance of Common Areas and any Improvements thereon, including repair to any such improvements, shall be the responsibility of the Association. All improvements must be approved by the Committee as hereinafter provided.

IV. CAMPSITE USE RESTRICTIONS

4.1 The following shall be applicable to all Campsites within the Development and all Campsite Owners, and each Owner covenants to observe and perform the same:

(a) Setback Requirements. Each Recreational Vehicle placed on a Campsite shall be at least:

- (1) Ten (10) feet from the front Lot Line; and
- (2) Five (5) feet from the side Lot Lines; and
- (3) Five (5) feet from the rear Lot Line; and
- (4) Twenty (20) feet from all other Recreational Vehicles.

(b) Improvements. No improvements shall be placed or erected upon any Campsite without the approval of the Committee. Generally, no building shall be erected or placed upon any Campsite except storage sheds not exceeding eighty (80) square feet in floor area nor more than eight (8) feet in height. Improvements shall be constructed only by persons approved by the Committee. Improvements may not be located in the front yard setback area, but are not subject to the other yard setback requirements. No storage shed may be used for human habitation or sleeping quarters. Any Improvements approved shall be completed as approved within one (1) month following commencement of construction.

(c) Recreational Vehicles. No Recreational Vehicle shall be placed or erected upon any Campsite without the approval of the Committee. Any foundation shall be approved by the Committee prior to installation.

(d) Maintenance of Campsites. All Campsites whether occupied or unoccupied and any Improvements or Recreational Vehicles placed thereon shall at all times be maintained by the Owner in such a manner as to prevent them from becoming unsightly, unsanitary, or a hazard to health or safety. If not so maintained, the Association shall have the right, through its agents and employees, to provide such maintenance or take other corrective work which, in its sole discretion it deems necessary, the cost of which shall be payable by the Owner of such Campsite immediately, and if not paid, shall be added to the next annual assessment applicable to such Campsite as provided in Part IX hereof. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any such maintenance work or other corrective action.

(e) Waste Disposal. No Owner or occupant of any Campsite shall permit or allow the dumping or placement of any sanitary sewage or other waste anywhere upon any Campsite or elsewhere within the Development except in places designated therefor. No sewage, garbage or liquid or solid waste disposal systems shall be permitted on any Campsite. All Recreational Vehicles having sanitary sewage drains shall have such drains sealed for the duration of their stay in the Development, unless such drains are connected to the central sewage disposal system constructed within the Development. Garbage and trash receptacles shall be kept at the rear of all Campsites, and trash in approved, securely closed receptacles shall be deposited at specified locations within the development for regular trash collection.

(f) Fences and Clotheslines. All Lots shall be kept free and open and no fences, ledges or walls shall be permitted thereon, unless the Committee shall grant an exception. No clotheslines shall be permitted on any Lot at any time.

(g) Nuisances. No noxious or offensive activities or nuisances shall be permitted on any Campsite.

(h) Signs. No person except Declarant shall erect or maintain any sign or advertisement in the Development, with the exception of name signs, no more than 5" by 20" in size, constructed of natural colored wood and approved by the Committee.

(i) Animals. No animals shall be kept or maintained on any Campsite except the usual household pets. Pets shall be kept confined and quiet so as not to become a nuisance. Unless otherwise approved by the Committee, pets shall be kept on leashes. All pets must be innoculated against rabies. No commercial breeding of pets or animals shall be permitted within the Development.

(j) Limit of Occupancy. No more than one (1) Recreational Vehicle may be erected or placed upon a Campsite.

(k) Open Fires. No open fires of any kind shall be permitted on any Campsite except within the confines of a cooking device of approved design. No burning of wood, leaves or similar refuse shall be permitted without a "burning permit" from the Committee. No burning of trash or garbage, shall be permitted. All fires, if approved, shall be contained within approved camp stoves or fire boxes.

(l) Camping Accessories. Picnic tables, benches, fire boxes or fireplaces and similar items of personal property related to camping activities, which meet the standards adopted by the Association, may be placed on a Campsite. No tree houses shall be erected or placed upon a Campsite. All personal property on a Campsite

shall be maintained in good condition so as not to become unsightly. Unless in actual use, items of personal property shall not be left standing on a Campsite during the period between November 1st and the following March 1st.

(m) Removal of Trees. No trees over two (2) inches in diameter may be removed from any Campsite without the approval of the Committee. No live trees or natural growth of any kind shall be removed or cleared within the set back areas of a Campsite, except for normal and routine maintenance, without the approval of the Committee.

(n) Docks and Piers. No Dock, pier or other similar structure may be erected, constructed or placed within the Development, or the waters located adjacent to the Development, other than those erected, constructed and placed therein by the Declarant in the "Common Area".

(o) Ditches and Swales. Each Owner shall keep drainage easements, ditches and swales located on his Campsite free and unobstructed and in good repair and shall provide, with the approval of the Committee, if applicable, for the installation of such drainage facilities (including culverts and galvanized corrugated drain pipes of no less than 15 inches in diameter under driveways, if necessary), upon his Campsite as may be reasonably required for proper drainage. Such drainage facilities shall be considered Campsite Improvements hereunder and the construction plans and person installing or constructing the same shall be approved by the Committee as provided herein. He shall also prevent erosion on his Campsite.

(p) Drilling and Mining. No drilling, refining, quarrying or mining operation of any kind shall be permitted, nor shall drilling for water or digging of water wells be permitted on any Campsite.

(q) Vehicle Parking. Each Campsite shall provide at least one (1) parking space on-site. Parking of motor vehicles on any Road or right-of-way shall at all times be kept at a minimum. No other vehicles, trailers, water craft or equipment shall be parked on any Road within the Development.

(r) Structural Repairs. Any structure or material on any Campsite which may be destroyed in whole or in part by fire, windstorn, or other cause shall be removed from the Campsite and the Campsite shall be restored to a sightly condition with reasonable promptness, subject to the approval of the Committee.

(s) Commercial Uses. No Campsites shall be used for business, professional or commercial purposes. Declarant specifically reserves the right to lease or offer for lease any Campsite owned by it.

(t) Abandoned Vehicles. No wrecked, abandoned, discarded or junked Recreational Vehicle, motor vehicle,

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trailer, water craft, equipment or material of any kind shall be placed upon or be permitted to remain on any Campsite.

(u) Use of Roads; Motor Vehicles, etc. No motor vehicle of any type shall be driven or towed in a reckless manner on or along any Road. All drivers of motor vehicles shall observe speed restrictions and noise limitations within the Development as established from time to time by the Association. No motor vehicles shall be permitted upon any Road within the Development unless the same are over-the-road vehicles, properly and currently licensed and inspected pursuant to the laws of the state of registration and operated by licensed persons; mini-bikes, snowmobiles, trail bikes and all terrain vehicles are specifically prohibited.

(v) Guests. Any person entering the Development at the invitation of an Owner, other than members of an Owner's Household, shall be registered with the Association and shall be subject to such rules and regulations as the Association shall adopt from time to time applicable thereto, including the imposition of any charges. This provision shall not apply to the invitees of Declarant.

(w) Intoxicating Beverages. The excessive use of intoxicating beverages is strictly prohibited within the Development and any persons who appear to be intoxicated shall not be permitted to enter or remain within the Development.

(x) Television and Radio Antennae. Except with the approval of the Committee, no radio or television antennae shall be erected or placed on any Campsite.

(y) Firearms. No hunting or shooting, use of firearms, pellet guns, air guns, slingshots or bows and arrows shall be permitted within the Development.

V. EASEMENTS

5.1 Campsites. The following easements over each Campsite and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved unto Declarant, its successors, assigns, and licensees:

(a) A five (5) foot wide strip running along the inside of each side and rear Lot line, and a ten (10) foot wide strip running along the inside of each front Lot Line of each Campsite for the purpose of construction, installation, operation and maintenance of drainage courses, culverts, etc. and Utility Facilities, including telephone, water, sewer, radio and TV transmission lines, if any, and including the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove trees, shrubs or plantings wherever necessary.

(b) An easement over any portion, or all, of every Campsite in the Development for the maintenance of all

utility lines, including, but not limited to, water, sewer, electricity, drainage, telephone and radio or TV transmission, is reserved unto the Declarant, its agents, employees, licensees, successors and assigns, including the Association.

(c) A fifteen (15) foot wide easement running along the inside of all Campsite lines coincident with Road right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

(d) Greenbelt Easements. A five (5) foot wide strip parallel to the rear lot line of all Campsites which shall be used as a preserved, natural or planted green area.

(e) Where existing roads or streets are of less than a forty (40) foot right-of-way, a five (5) foot wide easement running along the inside of all Campsite lines coincident with Road or Street right-of-way lines shall exist for the purpose of widening the said Rights-of-Way to forty (40) feet in the event the County Commissioners for Worcester County, Maryland ever elect to maintain the Roads or Streets within the Development as County Roads or Streets.

5.2 Streets. Declarant, on behalf of itself, its successors, assigns and licensees, reserves an easement over, upon and under all Roads for installation, maintenance and operation of Utility Facilities, for purposes of drainage control, for access to Campsites and Common Areas by Owners, the Association and Declarant, and for use by any other authorized persons.

5.3 Other. Any other easements shown on the Plats and an easement in favor of Declarant, its agents, employees, licensees, successors and assigns, including the Association, upon all land within the Development for the enforcement of this Declaration.

5.4 Use or Maintenance by Owners. The area of any lot affected by the easement reserved herein shall be maintained continuously by the owner of such Lot, but no structure, plantings or other material shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner except those for which a public authority or utility company is responsible.

5.5 Liability. No Owner shall have any claim or cause of action against Declarant or its licensees arising from exercise or non-exercise of any easement reserved hereunder as shown on a Plat.

VI. UTILITY FACILITIES

6.1 Pursuant to provisions of the Transfer, Construction and Operation Agreement, Declarant shall construct and transfer to the Association certain Utility Facilities for the purpose of providing water supply, sanitary sewage collection and disposal and electric services to the Development.

6.2. The Association shall operate and maintain the Utility Facilities in accordance with sound utility management practices and shall pay all costs thereof, including a reasonable reserve for depreciation, from revenues from assessments levied and collected by the Association pursuant to Part IX hereof.

6.3 Use and enjoyment of the Utility Facilities by Owners shall be subject to reasonable rules and regulations applicable to the Utility Facilities as shall be adopted from time to time by the Association.

6.4 The Transfer, Construction and Operation Agreement provides that each individual Campsite shall be metered to measure the usage of electricity by the Owner thereof. The Agreement shall further provide that each individual Campsite shall be connected to the central sewage collection and treatment system which is serviced by Maryland Marine Utilities Corporation, its successors and assigns. Since the Association shall be the sole purchaser of the utility services, it shall assess, pursuant to Part IX hereof, each individual Campsite Owner for the services provided to the Campsites. Such special charges shall be made a part of the assessment payable with respect to each such Campsite under Part IX hereof and shall be payable and collected in the manner provided herein with respect to such assessments. The Board shall have the authority to adopt any other measures, by such rules and regulations, which may be necessary, in its judgment to regulate the use of the Utility Facilities by the Owners.

6.5 No tampering with, modification or alteration of any Utility Facilities shall be permitted without the approval of the Association.

6.6 The Association reserves the right to discontinue service from the Utility Facilities to any Campsite, upon 15 days written notice to the Owner thereof, if such Owner is delinquent with respect to payment of any assessment imposed pursuant to provisions of Part IX hereof, or if such Owner otherwise is in violation of any provision hereof, or if such Owner is in violation of any rule or regulation of the Association applicable to the Utility Facilities.

VII. THE ENVIRONMENTAL CONTROL COMMITTEE

7.1 All Improvements constructed or placed on any Campsite, or any Recreational Vehicle placed on any Campsite shall first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application to be accompanied by plans and specifications, where applicable, shall indicate the location of all Improvements proposed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require.

7.2 The Committee shall be composed of three members to be appointed by the Board. Initially, or until such time as appointments to the Committee are made, the Committee shall be composed of members of the Board. Committee members shall be subject to removal by the Board and any vacancies from time to time existing shall be filled by appointment by the Board.

7.3 The Committee may disapprove any application:

(a) if it does not comply with this Declaration;

(b) because of the reasonable dissatisfaction of the Committee with grading plans, location of proposed Improvements on a Campsite, location of a proposed Recreational Vehicle on a Campsite, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed Improvement, materials used therein; or

(c) if, on the reasonable judgment of the Committee the proposed Improvement, or Recreational Vehicle will be inharmonious with the Development, or with any Improvement or Recreational Vehicle placed on other Campsites.

7.4 The Committee shall from time to time adopt written rules and regulations of general application governing its procedures which shall include, among other things, provisions for the form and content of applications, required number of copies of plans and specifications, provisions for notice of approval or disapproval, including a reasonable time period of approval by reason of failure to disapprove, etc. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be materially detrimental or injurious to Owners of other Campsites.

7.5 At any time prior to completion of construction of an Improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such Improvement does not violate any setback, ordinance or statute, nor encroach upon any easement or right-of-way of record.

7.6 As a means of defraying its expenses, the Committee may adopt and impose a reasonable filing fee to accompany the submission of plans and specifications.

7.7 Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, Declarant, the Association, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of Improvements constructed pursuant thereto.

7.8 Any applicant shall have the right to appeal to the Board from any decision of the Committee within 30 days after entry of such decision. The decision of the Board shall be final.

7.9 All duties, responsibilities, obligations and liabilities hereunder, may, at the discretion of the Board of Directors of the Association, be delegated to the Managing Agent. In the event such delegation occurs, the Managing Agent shall have full power and authority to exercise all of the duties and obligations of the Committee, and shall have the full power to enforce the provisions hereof.

VIII. WHITE HORSE PARK COMMUNITY ASSOCIATION, INC.

8.1 Every person identified as an "Owner" under section 1.14 hereof shall be a member of the Association.

8.2 The Association is a Maryland not-for-profit corporation organized to further promote the common interests of the Owners in the Development. The Association shall have the duties, responsibilities, rights and privileges with respect to the Development as are provided herein.

8.3 The classes of members of the Association and the voting rights thereof shall be as follows:

(a) Class A. The Class A members shall be all Owners, excluding Declarant, of the Campsites within the Development. Class A members shall be entitled to one vote for each Campsite owned, with respect to all matters required hereby, or by the Articles or By-laws to be voted upon by members of the Association. In the event of joint ownership of a Campsite, only one vote may be cast by all joint Owners; the person authorized to cast the joint Owners' vote shall be designated to the Association in writing. Any disputes as to the proper person holding the right to vote with respect to any such Campsite shall be determined by the Board, which decision shall be final. Other than the right to vote, all Owners and persons constituting the Household of an Owner shall have full rights and privileges as members of the Association.

(b) Class B. The Class B member shall be Declarant; with respect to all matters required hereby or by the Articles or By-laws to be voted upon by members of the Association, the Class B member shall be entitled to five (5) votes for each Campsite of which Declarant is then the Owner.

8.4 The governing body of the Association shall be the Board, the members of which shall be elected by the members for such terms and in the manner provided in the By-laws.

8.5 To the extent not provided herein, the Articles and By-laws shall govern the affairs of the Association, including

the designation and election of officers, time, place and notice of meetings and the rights, duties, privileges and obligations of membership. In the event of any conflict between provisions of the Articles or By-laws and this Declaration, the provisions of this Declaration shall prevail.

IX. ASSESSMENTS, LIENS

9.1 Each Owner of a Campsite, by acceptance of a deed therefor, covenants and agrees to pay to the Association, for the purposes herein provided: (1) annual assessments for operation and maintenance of Common Areas; (2) special assessments for capital improvements; and (3) any additional charges assessed against such Owner as hereinafter provided.

9.2 Assessments shall be levied and collected by the Association against all Campsites within the Development; provided, however, no assessment shall be levied against any Campsite while Declarant is the Owner thereof.

9.3 The Association shall levy and collect, in each year, an annual assessment upon each Campsite liable therefor in an amount sufficient to provide revenues to pay all costs, including a reasonable reserve for depreciation, and a reasonable reserve for uncollectible accounts, of operation and maintenance of the Common Areas, including the Utility Facilities, and all other obligations of the Association, for such year, including any deficits from operations in prior years and any amounts required to be paid to Declarant pursuant to the Transfer, Construction and Operation Agreement, the Management Agreement, or otherwise. In January of each year the Board shall adopt a budget setting forth all such costs and obligations of the Association for that calendar year and on the basis thereof, shall establish the amounts of the annual assessments for such year and shall collect the same. No annual assessment shall be levied upon or collected with respect to any Campsite until the sale of the Campsite by Declarant to an Owner; the amount of the annual assessment payable with respect to such lot shall be pro-rated on the basis of the number of months remaining in the applicable assessment year, and shall be paid at settlement.

9.4 Notwithstanding any provisions hereof to the contrary the maximum amount of the annual assessment shall not exceed \$456.00 per Campsite for the calendar year commencing January 1, 1983.

Thereafter the maximum amount of any annual assessment shall be determined by the Board and shall be an amount required to satisfy all costs and obligations of the Association as provided in section 9.3 hereof.

9.5 In addition to the annual assessments authorized above, the Association, by its Board, may levy, in any assessment year, a special assessment applicable to that year only or over an extended period of years, for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of a capital Improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment in excess of the aggregate amount of \$50 per Campsite owned by any Owner other than Declarant, in any given calendar year, shall have the approval of fifty-one percent (51%) of the votes of a quorum of members of the Association at a meeting duly called for this purpose.

9.6 Annual assessments with respect to all Campsites, and special assessments for capital improvements as authorized by Section 9.5 hereof shall be fixed at a uniform rate for all Campsites, and may be collected on a monthly, quarterly or annual basis as determined from time to time by the Board. Special charges may be included in any annual assessment with respect to any Campsite, to the extent authorized hereby and by action of the Board.

9.7 The Association is also authorized to levy and collect special assessments against any Campsite Owner, other than Declarant, upon a finding by the Committee, subject to an appeal to the Board, which appeal shall be final, that such Owner has violated any of the covenants contained in Article IV hereof. Rules and regulations as to procedures for the filing of complaints, notice and hearing, before the Committee in connection with adjudication of any such violations and the amounts and procedures applicable to any such fines or penalties shall be adopted from time to time by the Board.

Any and all costs of the Association incurred with respect to performance of any corrective work or maintenance in connection with any Campsite, as provided in Section 4.1(d) hereof, shall also be added to the annual assessment with respect to such Campsite.

9.8 Notice of any assessment shall be mailed by the Association to each Owner at such Owner's principal residence address as the same appears on the records of the Association. The date of payment of any assessment shall be fixed by the Board and shall be contained in the notice. Any assessment remaining unpaid as of the date of payment shall be delinquent and shall bear interest from the date of payment at the highest rate then allowable by law. The Association may publish the name of the delinquent Owner in a list of delinquent Owners or by any other means of publication. The Association may file a notice that it is the owner of a lien to secure payment of any unpaid assessment, plus costs and reasonable attorney's fees, which lien shall encumber the Campsite against which the assessment has been made, and which notice shall be filed in the Office of the Clerk of the Circuit Court for Worcester County, Maryland. Every such lien may be foreclosed by equitable foreclosure or other appropriate writ or action pursuant to the laws of the State of Maryland 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 pursue any other remedy available at law or in equity for the collection

of a debt for such unpaid assessments, interest, costs and reasonable attorney's fees against the delinquent Owner, as on a personal obligation.

9.9 The Association shall upon demand at any time furnish a statement in writing signed by an officer of the Association certifying that the assessments on a specified Campsite have been paid or that certain assessments against said Campsite remain unpaid, as of the date thereof. A reasonable charge may be made by the Board for issuance of such certificate. Such certificates shall be conclusive evidence of payment of any assessments therein stated to have been paid.

9.10 The lien of any Mortgage or Judgment placed upon any Campsite for the purpose of financing acquisition thereof and recorded in accordance with the laws of the State of Maryland, shall be, from the date of recordation, superior to any or all such liens provided for herein.

9.11 Any assessment, general or special, which shall remain unpaid thirty (30) days subsequent to its due date shall commence to accrue interest on the thirty-first (31st) day at the rate of one and one-half per cent (1-1/2%) per month. Said interest shall be treated in all respects as a part of the assessment.

X. ANNEXATION OR EXPANSION

10.1 Declarant may, from time to time and in its sole discretion, annex to, or expand, the Development by adding any other real property owned or to be acquired by Declarant which is continuous or adjacent to or in the vicinity of the Development.

10.2 Declarant shall effect such annexation or expansion by recording a Plat of the real property to be annexed and by indicating thereon that the property shown on said Plat is a part of White Horse Park thereby declaring that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Declarant may also record a Supplemental Declaration hereto which shall:

(a) describe the real property being annexed and designate the permissible uses thereof;

(b) set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Areas; and

(c) contain such other matters as shall be deemed necessary or appropriate.

10.3 Upon the recording of such Plat and Supplemental Declaration, if any, the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of recording of this Declaration and thereafter the term "Development" as used herein shall include the annexed area.

XI. REVISION OF PLATS

Notwithstanding the provisions and conditions herein contained, Declarant hereby reserves unto itself, its successors and assigns, the right to relocate, open, or close streets or Roads shown on the Plats, and to revise, resubdivide and change the size, shape dimensions and locations of Lots in the Development; and upon such relocation, opening or closing of streets or revision, resubdivision or changing of size, shape, dimensions and locations of Lots, the covenants, conditions, restrictions and reservations hereby imposed shall be applicable to the resulting Lots in lieu of the Lots as originally shown on said Plat prior to such revision, relocation or change, provided, however, that no Lot sold prior to such revision, relocation or change shall be deprived of a portion of the street or streets on which it bounds nor of access to such Lot from the streets or Roads in the Development.

XII. REMEDIES

12.1 Declarant and each person to whose benefit this Declaration inures, including the Association and/or the Managing Agent, may proceed at law or in equity to prevent the occurrence continuation or violation of any provisions of this Declaration, and any court of competent jurisdiction in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

12.2 The Board may suspend all voting rights, if any, all rights to use the Association's Common Areas and all other rights or privileges of membership of any Owner for any period during which any Association assessment or other obligation remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such Owner after the existence thereof has been declared by the Board.

12.3 Declarant and authorized representatives of the Association, their successors and assigns, shall share an absolute right of entry and access upon any Campsite or Common Area for the purpose of enforcing the provisions of this Declaration.

12.4 Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

XIII. GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any Campsite shall, by acceptance of a deed conveying title thereto, whether from the Declarant or a subsequent Owner of such Campsite, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assignees, lessees and/or lessors, covenant, consent

and agree to and with the Declarant, the Association and the grantee or purchaser of each other Campsite in the Development to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration and the By-laws.

XIV. AMENDMENT

This Declaration may be amended by the affirmative vote of 2/3rds of the total number of votes held by all members of the Association entitled to vote and the recording of an amendment to this Declaration duly executed by (a) the requisite number of such members required to effect such amendment; or (b) by the Association, in which case such amendment shall have attached to it a copy of the resolution of the board attesting to the affirmative action of the requisite number of members to effect such Amendment, certified by the Secretary of the Association.

XV. MISCELLANEOUS

15.1 Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

15.2 Paragraph captions in the Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 25th day of February, 1983.

ATTEST:

WHITEHORSE PARK RECREATIONAL
VEHICLE DEVELOPMENT CO., INC.

_____ By: _____ (SEAL)
Winnie Williams, President
Secretary

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 1983, before me, the subscriber, a Notary Public in and for the said County and State, personally appeared WINNIE WILLIAMS, President of Whitehorse Park Recreational Vehicle Development Co., Inc., a corporation, and on behalf of said corporation did acknowledge the foregoing instrument to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have affixed my official seal.

Notary Public

My Commission Expires:

LAW OFFICES
FWELL &
O'MEARA, P.A.
3408 COASTAL HIGHWAY
OCEAN CITY, MD. 21842

EXHIBIT "A"

All that lot or parcel of ground situate, lying and being in the Third Election District of Worcester County, Maryland and described as follows, that is to say:

BEGINNING for this description with reference to a plat entitled "White Horse Park Recreational Vehicle Development", prepared by Delmarva Surveys, Inc. and recorded among the Land Records of Worcester County, Maryland in Plat Book W.C.L. No. 79, folio 67, at a point being N 68° 04' 51" E a distance of 1119.78 feet from a concrete monument set on the northwest corner of the lands of Whitehorse Park Recreational Vehicle Development Co., Inc., said point of beginning being also described with reference to said plat as the point of intersection between the northerly property line of the lands of the said Whitehorse Park Recreational Vehicle Development Co., Inc. and the Phase line of Phase I and II of the White Horse Park Recreational Vehicle Development; thence, running from said point of beginning the following courses and distances, to wit: 1) S 20° 44' 21" E, 452.08 feet; 2) S 28° 17' 05" W, 271.24 feet; 3) S 61° 42' 55" E, 53.90 feet; 4) S 25° 15' 26" W, 73.77 feet; 5) S 67° 53' 03" W, 50.00 feet; 6) S 46° 32' 43" W, 16.10 feet; 7) S 67° 53' 03" W, 50.00 feet; 8) S 85° 16' 45" W, 20.96 feet; 9) S 68° 04' 51" W, 212.50 feet; 10) S 21° 55' 09" E, 50.00 feet; 11) S 22° 36' 28" E, 40.00 feet; 12) S 21° 55' 09" E, 100.00 feet; 13) S 29° 43' 25" E, 20.19 feet; 14) S 21° 55' 09" E, 105.00 feet; 15) S 9° 02' 39" E, 20.52 feet; 16) S 22° 06' 57" E, 116.45 feet; 17) S 40° 37' 53" E, 41.21 feet; 18) S 26° 42' 45" E, 250.00 feet to the northerly right of way line of Beauchamp Road; thence, running by and with the said northerly right of way line of said Beauchamp Road N 63° 17' 15" E, 1374.74 feet to a concrete monument; thence, running by and with the easternmost property line of the said Whitehorse Park Recreational Vehicle Development Co., Inc., N 7° 17' 15" E, † 752 feet, or such distance as is needed to reach the mean high water line of the St. Martins River; thence, running in a north, northwesterly direction by and with the said mean high water line of the St. Martins River to a gut leading to the boat launching facility of the White Horse Park Recreational Vehicle Development; thence, running by and with the mean high water line in said gut, following its meanderings to such point as it again intersects the mean high water line of the said St. Martins River; thence running in a generally north, northwesterly direction by and with the mean high water line of the St. Martins River such distance as is needed to reach the southerly line of lands now or formerly owned by Bruce C. Nelson; thence, running by and with the southerly line of the lands of the said Bruce C. Nelson (said line also being the northerly line of the lands of White Horse Park Recreational Vehicle Development) S 68° 04' 51" W, a distance of 1,213 feet or such distance as is needed to reach the point of beginning; said area being all of that area shown as Phase I on the said Plat of White Horse Park Recreational Vehicle Development, recorded as aforesaid, said area containing 45.5 acres, more or less, of land; and being a part of the land that was conveyed unto Whitehorse Park Recreational Vehicle Development Co., Inc., by deed dated May 4, 1982 and recorded among the aforesaid Land Records in Liber W.C.L. No. 818, folio 199.

PLATS RECORDED IN PLAT BOOK LIBER W.C.L. NO. 79 FOLIOS 67 THRU 71.

1983 Jan 16 The foregoing Declaration & Plat filed for record and is accordingly recorded among the land records of Worcester County, Md. in Liber, W.C.L. No. 881, folios 254 thru 254
Harue P. Littley.....Clerk