

**OCEAN PINES ASSOCIATION, INC.
ARTICLES OF AMENDMENT AND RESTATEMENT**

Ocean Pines Association, Inc., a Maryland Corporation, having its principal offices in Worcester County, Maryland, hereinafter called "Corporation" hereby certifies to the State Department of Assessments and Taxation that:

ONE: The Charter of the Corporation is amended and where appropriate, restated by deleting the present provisions of said Charter, and all previous Amendments, and replacing therefor the following provisions, as are herein amended and where appropriate restated:

"FIRST: The name of the Corporation (which is hereinafter called the "Association") is OCEAN PINES ASSOCIATION, INC.

SECOND: The purpose for the Association is to act as a Homeowners Association and to exercise and enjoy all of the powers, rights, and privileges conferred upon a non-stock corporation and/or Homeowners Association, and to engage in any other lawful activity permitted by the laws of the State of Maryland as set out more specifically as follows:

1. To further and promote the community welfare of property owners in the residential community known as "Ocean Pines" (hereinafter sometimes referred to as the "Subdivision"), located in Worcester County, Maryland, as contained in the Declarations of Restrictions which are duly recorded in the Land Records of Worcester County, Maryland, as amended from time to time.
2. To administer and enforce covenants and restrictions applicable to the Subdivision, or any portion thereof, and any other restrictive covenants that have heretofore or may hereafter be recorded with regard to the Subdivision or any Section thereof, and for preserving the architecture and appearance of the Subdivision.
3. To own, manage, maintain, rebuild, operate, improve, and repair and/or beautify all streets, rights of way, all parks, common areas, recreational facilities, bulkheads and waterways designated on the Subdivision plats and pedestrian or other easements within the Subdivision not subject to maintenance by government authority, and all other community features of such land and other real property owned by the Association, as may be conveyed from time to time.
4. To provide for the payment of taxes, annual fees, and other charges, if any, that may be levied by any governmental authority upon any property in the Subdivision or conveyed to the Association.
5. To enforce annual fees, charges, easements, restrictions, conditions, covenants,

and servitudes existing upon and created for the benefit of the property over which the Association may have jurisdiction or authority; to pay all expenses incidental thereto; to enforce the decisions and rulings of the Association; and to pay all expenses in connection therewith.

6. To provide police and fire protection for persons and property within the Subdivision in cooperation with the county and state authorities of Maryland.
7. To establish and enforce rules and regulations for the Subdivision known as Ocean Pines and all persons and property therein.
8. The Association shall have the power to levy an annual charge upon the members of the Association by:
 - a. Fixing the amount of the annual charge each year, as determined by the Board of Directors, after consideration of the current maintenance needs, current needs, and future needs of the Association and is in accordance with the Declaration of Restrictions of the Sections of the Subdivision or any other document which established an annual charge within the Subdivision which is executed by the Association and recorded among the Land Records of Worcester County, Maryland;
 - b. Imposing a late charge in accordance with authority set forth in the Maryland Homeowners Association Act, same being Title 11B of the Real Property Article of the Maryland Code, as amended from time to time; to charge interest on delinquent charges, to file a lien, in the Circuit Court of Worcester County to be recorded in the Land Records of Worcester County, Maryland, which shall encumber the real property in respect of which the annual charge has not been paid, in accordance with the Maryland Contract Lien Act as set forth in the Real Property Article of Maryland Code, as amended from time to time; to enforce such liens in accordance with the Maryland Contract Lien Act or any other law, rule or regulation relating to the establishment and enforcement of same; to pursue all remedies under the law for unpaid charges, interest, late charges, costs and reasonable attorney's fees in any Court of competent jurisdiction as for a debt owed by the delinquent member or members to the Association; to publish the name of a delinquent member in a list of delinquent members or by any other means of publication.
9. To acquire by gift, purchase, or other means, to own hold, enjoy, lease, operate, maintain, convey, sell, lease, transfer, mortgage, or otherwise encumber, or dedicate for public use, real or personal property in connection with the business of this Association.

10. To administer, invest and expend the monies collected by the Association from assessments or charges, and other sums received by the Association, for the payment and discharge of all proper costs, expenses, and obligations incurred by the Association in carrying out all or any of the purposes for which the Association is formed.
11. To borrow money and give, as a security therefor, a mortgage or other security interest in any or all real or personal property owned by the Association, or a pledge of monies to be received under Paragraph 8 above, and to assign and pledge its right to make assessments and charges and its right to claim a lien therefor.
12. That the Association shall have the power to appoint any person or corporation as its fiscal agent to collect all assessments, and charges levied by the Association and to enforce the liens created by the Association for unpaid assessments and charges or any other lien owned by the Association.
13. That the Association shall have the power to do any and all lawful things and acts, and to have any and all lawful powers which a corporation organized under Maryland law may do and have and in general do all things necessary and proper to accomplish the forgoing purposes and powers, recognizing that the Association is not limited hereby to the foregoing enumerated purposes and powers.

THIRD: The duration of the Association is perpetual.

FOURTH: The post office address of the principal office of the Association in this State is 2700 Ocean Pines, 239 Ocean Parkway, Berlin, Maryland 21811. The Resident Agent of the Association is The Corporation Trust Incorporated, 351 West Camden Street, Baltimore, Maryland 21201. Said Resident Agent is a corporation of the State of Maryland.

FIFTH:

1. The Association is not authorized to issue any capital stock and shall not be conducted for profit. No part of the income of the Association shall inure to the benefit of any member, associate member, director, or officer of the Association. In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, no member, officer or director of the Association shall be entitled to any distribution or division of its remaining property or its proceeds, and the balance of all money and other property received by the Association, after payments of all debts and obligations, shall be applied to such public or charitable purposes as shall be determined by the Board of County Commissioners of Worcester County, serving at such time, or by the County Council or other

successors in interest to the Board of County Commissioners under charter government.

2. No substantial part of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in (including the publishing or distribution of statements) any campaign on behalf of any candidate for public office.

SIXTH:

1. Members of the Association shall be persons who at any time are owners (legal or equitable) of numbered residential lots, condominium units or single-family attached dwellings in the Subdivision. A person who has no interest in real estate in the Subdivision other than an interest that is held merely as security for the performance of an obligation to pay money (e.g., the interest of a mortgagee or a land contract vendor) shall not be entitled to membership in the Association.
2. Membership in the Association shall lapse and terminate when any member shall cease to be the owner for a numbered residential lot, condominium unit or single-family attached dwelling in the Subdivision.
3. Meetings of members shall be held at such place within Worcester County, Maryland, and at such time and on such day and hour as may be provided in the By-Laws, or where not inconsistent with the By-Laws, in the notice of the meeting. Annual and special meetings of the members may be called and held as provided in the By-Laws.
4. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen nor more than fifty days before the date of the meeting wither personally, by mail, or by electronic transmission such as e-mail, by or at the direction of the president or the board of directors, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. If by electronic transmission, such notice will be deemed delivered when submitted to the electronic address as it appears on the records of the Association.
5. Notice:
 - a. General: Unless otherwise stated in the governing documents, notice to members shall mean notice which is sent to members without regard to voting eligibility. Voting materials shall be sent only to members eligible

to vote.

- b. Single Notice: Where the governing documents require notice be sent to members, only a single notice shall be sent to those members who held property in common ownership. The notice shall be addressed in such manner that indicates it is to all member owners of the property.
6. A member shall be entitled to one vote for each numbered residential lot, condominium unit or single family attached dwelling in the Subdivision that is owned by the member. Voting rights, if any, for multi-unit facilities, including apartments or similar facilities, and property used for commercial purposes shall be established in a Declaration of Restrictions and recorded in the Land Records of Worcester County, Maryland. Any member shall have the power to cast his vote or votes by proxy as provided in the By-Laws or not inconsistent with the By-Laws.
7. In addition to the members described, the Association shall have associate members. Any person who is the tenant or regular occupant of any dwelling on any numbered residential lot, any unit in any condominium, and single-family attached dwelling or any multi-family residential rental apartment building or buildings or townhouses or assisted living unit or who is a guest of a hotel or motel situated within the Subdivision shall be an associate member of the Association. Associate membership shall cease automatically upon the termination of such tenancy or occupancy. Associate members shall have no vote or right to notice of any meeting of members, regular or special, or such other notice to members as may be in the governing documents. Associate members shall not be required to pay an annual charge, but shall be entitled to enjoy all the other privileges of membership, provided that the owner of the property leased or occupied by the associate member is a member of the Association eligible to vote.
8. No member or associate member may be expelled from membership in the Association for any reason whatsoever; provided, however, that the board of directors of the Association will have the right to suspend voting rights (if any), and right to use of the parks and other recreational facilities and amenities of the Association of any member or any tenant or guest of any member:
 - a. For any period during which any Association charge owed by any member remains unpaid;
 - b. During the period of any continuing violation of the restrictive covenants of the Subdivision after the existence of the violation shall have been declared by the board of directors of the Association.

Notwithstanding the above provisions, payment of assessments of Ocean Pines Association, Inc. is a prerequisite for the right of any member to cast a vote.

9. There shall be no other preferences, limitations, or restrictions with respect to the relative rights of the members.

SEVENTH:

1. The number of directors of the Association shall be as provided in the By-Laws of the Association, but in no event shall the number of directors be less than three (3) or more than seven (7). The terms of directors of the Association shall be as provided in the By-Laws of the Association, but in no event shall the term of directors be less than one (1) year or more than three (3) years. Pursuant to the By-Laws, the board of directors may elect such officers of the Association as it may deem appropriate. The board of directors may elect such officers of the Association as it may deem appropriate. The board of directors may establish and appoint the members of such committees and other advisory bodies as may be necessary to, or convenient in, the Association's discharging the duties entrusted to it.
2. The Directors are: Thomas E. Terry , Sharyn O'Hare, Terri Mohr, Daniel Stachurski, William Cordwell, Martin Clarke and John F. Collins
3. As used in this Article Seventh, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (hereinafter the "Indemnification Section"), as amended from time to time, shall have the same meanings as provided in the Indemnification Section. The Association shall indemnify a present or former director or officer of the Association in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section. With respect to any Association employee or agent other than a present or former director or officer, the Association may indemnify such Association employee or agent in connection with a proceeding to the fullest extent provided by and in accordance with the Indemnification Section.

EIGHTH: None of these provisions of these Articles of Incorporation may be altered or amended in whole or in part in such a way as to bring them into conflict with the restrictive covenants and deed restrictions now or hereafter made applicable to the Subdivision. With the foregoing exception, these Article may be freely amended by the affirmative vote of not less than two-thirds of the entire board of directors at any meeting, calling for that purpose, providing that a notice of the meetings and of the proposed amendments has been distributed prior thereto to the address of each member appearing

in the records of the Association. Such notice shall include a copy of the amendment or a summary of the changes it will effect; or

- a. Identify a website at which the amendment or a summary of the charges it will effect may be accessed; and
- b. Include a telephone number or an address where the member may request a paper copy of the amendment or summary without charge.

Such notice may be separately given or may be contained in a publication distributed by the Association to the membership.

NINTH: The following provision is adopted for the purpose of limiting and regulating the powers of the Association and of the directors:

The directors of the Association shall exercise their powers and duties in good faith and with a view to the best interest to the Association. The validity of a contract or other transaction between the Association and any of the directors of the Association or between the Association and any other corporation, firm or other entity in which any Association director is a director or has a material financial interest shall be determined under the provisions of Section 2-419, as amended from time to time, of the Corporations and Associations Article of the Maryland Code. Additional rules may be established, not in conflict with Section 2-419, as amended from time to time, governing transactions between the Association and Association directors, officers, employees, or members."

TWO: The Amended and Restated Charter set forth herein was approved by a unanimous vote of the entire Board of Directors of the Corporation at its meeting duly held on April 24, 2013, upon which meeting, notice of the proposed revisions to the Charter was duly provided.

THREE: The Charter of the Association provides in Article Eighth that the Charter may be freely amended by the affirmative vote of not less than two-thirds of the entire Board of Directors, at any meeting called for that purpose, providing that a notice of the meeting and the proposed Amendments has been distributed prior thereto to the address of each member appearing in the records of the Association.

FOUR: The provision of the requirements for amendment of the Charter of the Association has been duly complied with, Notice to the members having been duly sent, and the Directors voted unanimously to Amend and Restate the Charter as set forth herein.

FIVE: The provisions of the requirement for amendment of the Charter of the Association has been duly complied with, notice to the members having been duly sent.

IN WITNESS WHEREOF, Ocean Pines Association, Inc. has caused this Amended and Third Restated Charter to be signed in its name and on its behalf by its President, and with its corporate seal hereto affixed and attested by its Secretary on this 12th day of September, 2013.

ATTEST

OCEAN PINES ASSOCIATION, INC.

Terri Mohr
Terri Mohr Secretary

By: Thomas E. Terry
Thomas E. Terry, President

STATE OF MARYLAND, COUNTY OF WORCESTER, TO WIT:

I HEREBY CERTIFY that on this 12th day of September, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared THOMAS E. TERRY, who acknowledged himself to be the President of Ocean Pines Association, Inc., and as such, being authorized to do so, did execute the foregoing for the purposes herein contained by signing on behalf of The Ocean Pines Association, Inc.

AS WITNESS my hand and official seal.

My Commission Expires: 1-19-14

Joseph E. Moore
Notary Public

