


ORLEANS COURT CONDOMINIUM MASTER DEED

STATE OF MARYLAND

COUNTY OF MONTGOMERY, ss:

I HEREBY CERTIFY that on this 4th day of AUGUST, 1972, before me, WAYNE N. JERSIN, the undersigned officer, personally appeared JOHN P. JERVEY, who acknowledged himself to be the President of ASSOCIATED AMERICAN INVESTORS INC., and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself, as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Wayne N. Jersin
Wayne N. Jersin, Notary Public

My comm. expires: July 1, 1974.

The undersigned, Secured Party under that certain Deed of Trust dated January 13, 1972 and recorded January 21, 1972 at 4:54 p.m., in Liber FWH 337 Folio 484 among the Land Records of Worcester County, Maryland, does hereby consent to, and ratify the within Master Deed:

USF INVESTORS

By: [Signature]

The undersigned, Trustees under that certain Deed of Trust dated January 13, 1972 and recorded January 21, 1972 at 4:54 p.m., in Liber FWH 337 Folio 484 among the Land Records for Worcester County, Maryland, to secure USF INVESTORS, do hereby consent to and ratify the within Master Deed:

[Signature]
Witness:

Matthew Clary (SEAL)
Matthew Clary, Trustee

[Signature]
Witness:

George P. Blackburn, Jr. (SEAL)
George P. Blackburn, Jr., Trustee

SUBJECT TO BY-LAWS ATTACHED HERE TO AND MADE A PART HEREOF.

THIS CONDOMINIUM MASTER DEED is made this 4th day of August 1972, by ASSOCIATED AMERICAN INVESTORS, INC., a Maryland Corporation, having its principal office in, Montgomery County, Maryland, herein called the Grantor pursuant to the provisions of Article 21, Sections 117A, et seq., of the Annotated Code of Maryland (1971 Cumulative Supplement).

FIRST

The Grantor, pursuant to the aforesaid provisions of the Annotated Code of Maryland, does hereby expressly declare its desire to, and does hereby submit the property herein below described to the regime established pursuant to such provisions, and there is hereby established a horizontal property regime as therein provided, to be known as the "ORLEANS COURT CONDOMINIUM". The said horizontal property regime is established with respect to the Grantor's fee simple interest in its property, located in the City of Ocean City, Tenth Election District of Worcester County, State of Maryland, and more particularly described as follows:

Being all those seven (7) lots or parcels of land lying and being situated on the northerly side of Kenworthy Avenue, in the area known as Fenwick, in the TENTH Election District of Worcester County, Maryland, more particularly described as follows:

PARCEL ONE: All that lot or parcel of land lying and being situated as aforesaid, located on the northerly side of and binding upon Kenworthy Avenue, and having a frontage thereon of forty-four and five-tenths feet (44.5') and extending back therefrom in a northerly direction in a uniform width of forty-four and five-tenths feet (44.5') a distance of one hundred forty-five feet (145') to a ten foot alley; and being a portion of Lot No. Ten (10) in Block No. Fifty (50) as shown on a plat of Fenwick Island City, which is recorded among the Land Records of Worcester County, Maryland, in Plat Book O.D.C. No. 1, folio 12, and all of Lot No. Ten (10) in Block No. Fifty (50) as shown on a plat entitled "Revised and Re-Assembled Plat No. 2 of Fenwick, Maryland," dated April 15, 1943, and recorded among the Land Records of Worcester County, Maryland, in Plat Book O.D.C. No. 1, folio 22; SUBJECT, however, to the operation and effect of the restrictions as contained in a deed from Fenwick Island Land Company to Lydia A. Suplee, dated February 18, 1908, and recorded among the aforesaid Land Records in Liber O.D.C. No. 1, folio 251.

PARCEL TWO: All those two (2) lots or parcels of land lying and being situated as aforesaid, which are designated and distinguished as Lots Nos. Eleven (11) and Twelve (12) in Block No. Fifty (50) as shown on a plat of Fenwick Island City which is recorded among the Land Records aforesaid in Plat Book O.D.C. No. 1, folio 12, and also on a plat entitled "Revised and Re-assembled Plat No. 2 of Fenwick, Maryland", which is recorded among said Land Records in Plat Book O.D.C. No. 1, folio 22, said lots being shown on said plat as having a frontage of fifty (50) feet each, or a combined frontage of one hundred (100) feet, on the northerly side of Kenworthy Avenue and extending northerly therefrom with a uniform width of fifty (50) feet or a combined width of one hundred (100) feet for a distance of one hundred forty-five (145) feet to a 10 foot alley; SUBJECT, however, to the operation and effect of the restrictions as contained in a deed from Fenwick Island Land Company to Lydia A. Suplee, dated and recorded as set forth in Parcel One above.

PARCEL THREE : All that lot or parcel of land lying and being situated as aforesaid, which is designated and distinguished as Lot No. thirteen (13) in Block No. Fifty (50) as shown on a plat of Fenwick Island City which is recorded among the Land Records aforesaid in Plat Book O.D.C. No. 1, folio 12, and also on a plat entitled "Revised and Re-assembled Plat No. 2 of Fenwick, Maryland", which is recorded among said Land Records in Plat Book O.D.C. No. 1, folio 22, said lot being shown on said plat as having a frontage of fifty (50) feet on the northerly side of Kenworthy Avenue and binding thereon (erroneously described in a prior deed in the chain of title as Bennet Avenue) and extending northerly therefrom with an even width of fifty (50) feet for a distance of one hundred forty-five (145) feet to a ten (10) foot alley; SUBJECT, however, to the conditions and restrictions set forth, in the deed from Elizabeth S. Hicks, et al, to Clarence E. Suplee, et ux, dated December, 1926, and recorded among the aforesaid Land Records in Liber B.B. No. 5, folio 366, et seq.

PARCEL FOUR: All those two (2) lots or parcels of land lying and being situated as aforesaid, which are designated and distinguished as Lots Nos. Fourteen (14) and Fifteen (15) in Block No. Fifty (50), as shown on the plat of Fenwick Island City, which is recorded among the Land Records of Worcester County aforesaid in Plat Book O.D.C. No. 1, folio 12, and also on a plat entitled "Revised and Re-assembled Plat No. 2 of Fenwick, Maryland", which is recorded among the said Land ; Records in Plat Book O.D.C. No. 1, folio 22, said lots being shown on said plat as having a frontage of fifty (50) feet each, or a combined frontage of one hundred (100) feet, on the northerly side of Kenworthy Avenue and binding thereon (erroneously described in a prior deed in the chain of title as Bennet Avenue) and extending northerly therefrom with an even width of fifty (50) feet for a distance of one hundred forty-five (145) feet to a ten (10) foot wide alley; SUBJECT, however, to the conditions and restrictions set forth in the deed from Elizabeth S.. Hicks, et al, to Horace B. Suplee, dated 1926, acknowledged January 10, 1926, and recorded among the aforesaid Land Records in Liber B.B. No. 5, folio 368, et seq.

PARCEL FIVE: All that lot or parcel of land lying and being situated as aforesaid, which is designated and distinguished as Lot No. Sixteen (16) in Block No. Fifty (30), as shown on a plat sometimes called Fenwick City and more properly

known as Fenwick Island City, which is recorded among the aforesaid Land Records in Liber F.H.P. No. 23, folio 362, and in Plat Book O.D.C. No 1, folio 12, said lot being shown on said plat as having a frontage of fifty (50) feet on the northerly side of Kenworthy Avenue and extending northerly therefrom with an even width of fifty (50) feet and along the easterly line of Baltimore Avenue for a depth of one hundred forty-five (145) feet to a ten (10) foot wide alley; SUBJECT, however, to the conditions and restrictions set forth in a Deed from Fenwick Island Land Company to Adolph H. Behrenberg, dated August 23, 1906 and recorded among the aforesaid Land Records in Liber F.H.P, No. 26, folio 58, et seq.

THE CONDOMINIUM HEREIN CREATED to have and to hold said tract, and the improvements thereon and appurtenances thereto unto and to the use of the said Condominium, and the owners of the units thereof, and its and their heirs, successors and assigns, in fee simple, forever, subject to the afore provisions of the Annotated Code of Maryland and of this Deed.

SECOND

The Condominium hereby established shall consist of the tract of land above described and improvements thereto as follows, all of which improvement have been constructed, or are in process of construction, and are more fully described in the Plats and Plans attached hereto filed among the Plat Records of Worcester County, Maryland, simultaneously with the recording hereof, consisting of 3 sheets designated Plot Plan (Sheet A1), Site Plan, Foundation Plan and Typical Plan (Sheet A2), Elevations & Specifications (Sheet A3), and being considered a part hereof as if set forth in full herein:

1. A building, constructed on piers and concrete footings extending above the ground level to the First Floor level as shown on Elevation Plat (Sheet A3), filed herewith, at which level the first floor of the building is located.; Such building shall consist of three floor levels, as reflect on said Elevation Plat. The building shall be located as shown on the Site Plan (Sheets A2); such building containing 84 Condominium Units as hereinafter described.

2. The said premises shall also be improved by a swimming pool, a wading pool, walkways, entrance driveways and parking areas at the ground floor level, and utilities and other appurtenant facilities.

THIRD

The Typical Floor Plan (Sheet A2) shows the Condominium Units located on the first, second and third floors, inclusive, each of the Units located on each of such floors shall be designated by a number being the number designated for chat unit on Sheet A2. In addition to the Condominium Unit locations indicated for Floors 1,2 and 3, each Condominium Unit shall consist of that additional space on the First Floor (parking spaces for the 84 units shown) designated with its Condominium Unit number on the First Floor Plan (Sheet A2). The Condominium Unit parking Spaces designated for the Units are subject to the restrictions that such space shall be used only for vehicular parking, shall not be fenced or blocked, and shall be subject to the use by others for purposes of passing through such spaces provided such use by others shall not interfere with the Condominium Unit owner's parking rights therein. Each Typical Floor Unit shall consist of a horizontal property extending from the floor at the elevation shown on Cross Section (Sheet A3) to, but not including, the structural parts of the building supporting the floor above. Each Third Floor Unit shall consist of a horizontal property extending from the Third Floor of the building, which shall be at the elevation shown on the Cross Section (Sheet A3), to, but not including, the structural parts of the building supporting the roof of the building (excluding, however, the structural parts of the building supporting the Third Floor). Each Condominium Unit shall consist of the area shown unshaded as Condominium Unit Area for that unit on the plans heretofore in this Item THIRD referred to. Each unit shall include exclusive right to all space and facilities located within the area above described for such a unit (except such elements as are hereinafter described as general common elements), including but not limited to partitions, doors and windows, and plumbing, heating, electric and other facilities located therein. To the extent that any one unit may encroach on or be encroached on by any common area or other unit, the encroachment shall be deemed to be mutual easements between the units and/or area involved.

FOURTH

The general common elements of the Condominium shall be as follows:

1. All of the land in the premises above described in Item FIRST hereof, including all appurtenant rights thereof, shall be general common elements. All facilities located underground shall be general common elements.

2. At the finished grade elevation or ground level, and extending from there upwards, all of the area of the said premises not included in the condominium units, as described in Item THIRD hereof, and all facilities located in that area, shall be general common elements. Particularly, such common elements shall include the wading and swimming pool and facilities related thereto, walkways, parking areas not designated for particular condominium units, driveways, curbing, beach and other unimproved areas.

3. Any lighting facilities, equipment and wiring installed to illuminate the above-mentioned general common elements, and plumbing facilities located in the above-mentioned general common elements, shall also be general common elements.

4. The following shall also be general common elements: all structural parts of the building, including the roof, girders and floor joists; outside walls of the building (not including glass); supporting columns throughout the building; structural parts of dividing walls between Condominium Units; elevator and machinery and equipment appurtenant thereto, stairways hallways, decks, lobby, service and general storage rooms, chutes, and machinery and equipment for operation of the building.

5. Water supply lines to the individual Condominium Units, vent lines and other plumbing facilities outside individual Condominium Units, and sanitary sewage lines, including waste pipes from Individual Condominium Units shall all be general common elements.

FIFTH

The value of the complete property, fixed solely for purposes of allocating relative values to the respective condominium units in order to determine a percentage share of each unit in the expenses of and rights in the elements held in common, is stated to be \$1,797,000.00. The respective values of the Condominium Units, and percentages representing such values stated for the said purpose, are as follows:

Units	No. of Units	Value of each Unit	% each unit	Value all such units	% all such units
48,49,50	3	\$19,750.00	1.099	\$59,250.00	3.297
47	1	\$20,250.00	1.127	\$20,250.00	1.127
20,21,22, 51,52,53, 54,55,76, 77,78	11	\$20,500.00	1.141	\$225,500.00	12.551
19,35,36, 37,39,40, 41,42,43, 44,45,46, 56,75	14	\$21,000	1.169	\$294,000.00	16.366
23,24,25, 26,27,79, 80,81,82, 83	10	\$21,250.00	1.183	\$212,500.00	11.830
30,31,32, 33,34,38	6	\$21,500.00	1.196	\$129,000.00	7.176
7,8,9,11, 12,13,14, 15,16,17, 18,28,63, 64,65,67, 68,69,70, 71,72,73, 74,84	24	\$21,750.00	1.210	\$522,000.00	29.040
29	1	\$22,000.00	1.224	\$22,000.00	1.224
2,3,4, 5,6,10,58, 59,60,61, 62,66	12	\$22,250.00	1.238	\$267,000.00	14.856
1,57	2	\$22,750.00	1.266	\$45,500.00	2.532
Totals	84			\$1,797,000.00	99.999

SIXTH

The condominium hereby created, and the rights, duties and liabilities of each Condominium Unit owner, shall be governed by the provisions of this master deed and by the provisions of Article 21, Sections 117A to 142 inclusive of the Annotated Code of Maryland (1971 Cumulative Supplement), and to the extent not inconsistent with such statutory or deed provisions, by the By-Laws of "ORLEANS COURT CONDOMINIUM", in the form attached hereto as a part hereof, as such By-Laws may be amended from time to time by the members of the condominium. The owner or owners of each Condominium Unit shall be entitled to one vote in all matters pertaining to the government or management of the condominium, subject to provision of Item NINTH hereof.

SEVENTH

The owner of each Condominium Unit shall maintain the same in good repair. The Board of Directors of the condominium, or any agent, representative or manager designated by such Board shall have the right, at all reasonable times, to enter any Condominium Unit to ascertain compliance with such obligation. In the event of failure of a Condominium Unit owner to comply with such obligation, the condominium, acting through its Board of Directors or any designated agent, representative or manager, shall, after ten days' prior written notice to the owner, and failure on the owner's part to make the repairs set forth in such notice, to make the repairs and assess the costs thereof to such owner, as a lien on his Condominium Unit, in the same manner as such owner is assessed his share of common element costs. In event of emergency, the notice aforesaid shall not be required prior to the condominium making such repairs, if, in the absence of such repairs, it is reasonable to assume structural damage to the building, or damage to any other Condominium Unit, would result.

EIGHTH

All charges against any Condominium Unit arising from maintenance and operation of general common elements, from repairs to the unit made pursuant to Item SEVENTH hereof, from the maintenance of fire, liability or other insurance on behalf of the condominium, from management fees, or from other expenses incurred by the condominium, pursuant to the By-Laws, shall be levied and assessed as a lien at the beginning of each fiscal year, and shall become due and payable in installments, subject to acceleration on default, as the By-Laws shall provide.

NINTH

Each Condominium Unit may be leased or rented by the owner thereof for such term or terms as may be specified in the lease or rental agreement describing the same. Each Condominium Unit is also subject to alienation, mortgage, pledge, transfer, gift or conveyance in any other manner. Any mortgage or other security transfer shall not be considered as a change of ownership for purposes of voting or holding office in the management of the condominium or for purposes of assessment of charges of the condominium as aforesaid. Each Condominium Unit shall continue to remain subject to the provisions of this Master Deed, the By-Laws of the condominium, and the management of the condominium by its Board of Directors, however, the same may be leased, mortgaged, granted, conveyed or otherwise alienated by the owner, his heirs, successors or assigns.

TENTH

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Master Deed and the By-Laws upon any condominium unit in the project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such condominium unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale or the condominium unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed, shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or of the indebtedness secured thereby) shall join in the execution of such amendment.

SPECIAL INFORMATION:

This paragraph and the following table **ARE NOT** part of the Condominium Deed. The table is provided to show the relationship between condo numbers and deed unit numbers shown in the FIFTH section of the Deed.

Condo No.	Deed Unit No.	Condo No.	Deed Unit No.	Condo No.	Deed Unit No.
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101	28	201	56	301	84
102	27	202	55	302	83
103	26	203	54	303	82
104	25	204	53	304	81
105	24	205	52	305	80
106	23	206	51	306	79
107	22	207	50	307	78
108	21	208	49	308	77
109	20	209	48	309	76
110	19	210	47	310	75
111	18	211	46	311	74
112	17	212	45	312	73
113	16	213	44	313	72
114	15	214	43	314	71
115	14	215	42	315	70
116	13	216	41	316	69
117	12	217	40	317	68
118	11	218	39	318	67
119	10	219	38	319	66
120	9	220	37	320	65
121	8	221	36	321	64
122	7	222	35	322	63
123	6	223	34	323	62
124	5	224	33	324	61
125	4	225	32	325	60
126	3	226	31	326	59
127	2	227	30	327	58
128	1	228	29	328	57