



Marlin Cove II
Condominium

Condominium
Declaration

Notes about the following Condominium Declaration document:

- The following pages provide a reproduction of the “Condominium Declaration (Marlin Cove II Condominium)” recorded in Liber 990, pages 292-310 of the Land Records of Worcester County, Maryland.

While every effort has been made to present a faithful transcription of that document, any errors or differences in this document shall be resolved in favor of the document recorded in the Land Records.

- Acknowledgement and gratitude is extended to Marlin Cove II Condominium resident Jim Oarr for contributing this transcription.

CONDOMINIUM DECLARATION

(Marlin Cove II Condominium)

THIS DECLARATION is made this 20th day of June, 1984, by Marlin Cove II Limited Partnership, a Maryland limited partnership organized by Articles of Limited Partnership dated August 5th, 1983, and by a Certificate of Limited Partnership that is recorded among the Corporation Records of Worcester County, Maryland, in and is recorded among the Corporate Records of the State of Maryland through the State Department of Assessments and Taxation, herein called "the Grantor", pursuant to Title 11 of the Real Property Article of the Annotated Code of Maryland (1973, Comm. Supp. 1978) ("the Horizontal Property Act"), WITNESSETH:

1. Declaration and Description. The Grantor does hereby expressly declare its desire and intent to, and does hereby, submit and subject the property hereinbelow described to the aforesaid provisions of the Horizontal Property Act and the condominium regime described therein, which is hereby established on the terms and provisions hereof, to be identifiable by the name "Marlin Cove II Condominium". The condominium regime is established with respect to the Grantor's fee simple interest in certain land located in the City of Ocean City, Worcester County, Maryland, that is more particularly described in Exhibit A attached hereto and made a part hereof and improvements thereon (said land and improvements being hereinafter referred to as the "Condominium Premises").

Pursuant to Section 11-102 (a) of the Horizontal Property Act, and for the purposes stated herein, Grantor hereby makes and records this Declaration and the attached "By-Laws of Marlin Cove Condominium" and Condominium Plat among the Land Records of Worcester County, Maryland.

2. Definitions. The terms used in this Declaration and in the By-Laws shall have the following meaning:
 - (a) Board of Directors means the persons selected as the directors of the Council of Unit Owners in accordance with the By-Laws.
 - (b) By-Laws means the document recorded herewith entitled "By-Laws of Marlin Cove II Condominium".
 - (c) Common Expenses means and include:
 - (1) Expenses of administration, maintenance, repair, or replacement of the general common elements, including reasonable allocations to a reserve for future or extraordinary expenses as provided in the By-Laws.
 - (2) Any charges for gas, water, sanitary sewer, electric and other public utility services to the Condominium which are made against the Condominium as a whole and are not billed directly to the individual units by the provider of these services;
 - (3) Expenses designated as common expenses by the Council of Unit Owners and the expenses of the Council of Unit Owners.
 - (4) The premises for insurance purchased pursuant to the By-Laws.

(5) All other expenses declared to be common expenses by the provisions of the Horizontal Property Act, this Declaration or the By-Laws.

(d) Condominium Plat means the plat filed among the Plat Records of Worcester County, Maryland, simultaneously with the recording hereof, consisting of 10 sheets, which are designated as:

No.	Title
1	Cover and Approvals
2	First Floor Plan
3	Second Floor Plan
4	Phasing & Site Plan 1A
5	Phasing & Site Plan 1B
6	Phasing & Site Plan 1C
7	Phasing & Site Plan 2A
8	Phasing & Site Plan 2B
9	Phasing & Site Plan 2C
10	Section and Elevations

(e) Condominium Unit Owner or Unit Owner means any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a condominium unit with the Condominium hereby crated, provided, however, that any person, group of persons, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be an owner solely on account of such security.

(f) Condominium Unit or Unit means, in general, a separate property established and more particularly described as such elsewhere in this Declaration.

(g) Common Elements means, in general, the portions of the Condominium that are designated and described as such elsewhere in this Declaration.

(h) Council of Unit Owners means the legal entity described in section 11-109 of the Horizontal Property Act.

(i) Horizontal Property Act means Title 11 of the Real Property Article of the Annotated Code of Maryland, as amended.

(j) General Common Elements means, in general, all portions of the condominium herein created not contained within the condominium units or the Listed Common Elements, as more fully set forth in Paragraph 5 of this Declaration.

(k) Limited Common Elements means those areas within the Condominium shown as such on the Condominium Plat or designated as such by this Declaration.

3. Condominium Property and Improvements. The Condominium hereby established shall consist of the tract of land described in Exhibit A. The rights appurtenant thereto, and the improvement thereto, which includes thirty-nine (39) townhouses, with the express reservation to expand to a maximum of seventy-nine (79) condominium units with common elements, including a pool and surrounding areas.

4. Condominium Plat

- (a) Each Condominium unit shall be designated for purposes of identification and references by the number or other designated shown for it on the Condominium Plat and shall constitute a separate property having all of the incidents of real property, qualified by and subject to the Horizontal Property Act, this Declaration and the By-Laws.
- (b) Each Condominium Unit shall have the approximate dimensions, floor area and location shown for it on the Condominium Plat.
- (c) Except as otherwise provided in this Declaration, each unit shall have the following perimeters, or boundaries:
 - (1) Each Condominium Unit within the Condominium Building shall be known and designated by a letter and number address on Edward L. Taylor Road, Ocean City, Maryland. The letter and number designation of each Unit is shown on the Condominium Plat.
 - (2) Each Condominium Unit is constructed as shown on the Condominium Plat, except that the Grantor reserves the right to expand the Condominium Regime as defined herein. Each Condominium Unit shall include and extend from the concrete block foundation which is constructed at the elevation for such unit as shown on the Condominium Plat, to and including the uppermost surface of the roof of that unit, at the elevation shown on the Condominium Plat. Each unit shall include all footings and foundations for that unit and the fireplace stacks extending from the roof of that unit.
 - (3) Each Condominium Unit shall extend to and include the exterior surfaces of the walls enclosing that unit. Each Condominium Unit shall include exclusive right to all space and facilities located within the area described for such unit. Such unit shall include but not be limited to doors, windows, plumbing, heating, electric, and air conditioning facilities, and other facilities located therein. Each Condominium Unit shall also include the air conditioning condenser units servicing that unit.
 - (4) Grantor, or its duly authorized agents or representatives, shall have the right to use any Condominium Unit or Units owned by it as model units to be exhibited to potential unit purchasers. So long as Grantor holds title to any unit, Grantor shall have the rights to advertise any such units by posting "For Sale" or "For Rent" signs on the exterior of any such units and, at Grantor's discretion, upon the common elements of the Condominium.

5. General Common Elements. The general common elements of the Condominium shall be as follows:

- (a) All of the land in the Condominium Premises above described in Exhibit A hereof, including all appurtenant rights and obligations thereof, but saving and excepting the Condominium Units and Limited Common Elements, shall be general common elements.
- (b) At the ground level, and extending from there upwards, all of the area of the Condominium Premises not included in the Condominium Units or as Limited Common Elements, as shown on the Condominium Plat, and all facilities located in that area, shall be general common elements. Particularly, such common elements shall include the curbing, walkways, pool and surrounding areas located with the Condominium premises.

- (c) Primary telephone and electric lines and water and sanitary sewer lines, other than individual feeder lines from each Condominium Unit, shall be general common elements. The electric meters for each unit and individual electric, water and sanitary sewer feeder lines to each condominium unit shall be part of that unit and, as such, shall be maintained by and at the expenses of the owner of such unit.
 - (d) The common elements shall remain undivided and no owner of any Condominium Unit or any other person shall bring any action for partition or division thereof except as may be provided for by the Horizontal Property Act, Md. Code Ann., Real Prop. Art. Title 11, Sections 11-101, et seq.
6. Limited Common Elements. The following portions of the Condominium Premises shall be Limited Common Elements:
- (a) The driveway appurtenant to each unit and designated as Limited Common Area on the Condominium Plat.
7. Encroachment. If any portion of the common elements now encroaches upon any Condominium Unit, or if any Condominium Unit now encroaches upon any other Condominium Unit or upon any portion of the common elements, as a result of the construction or repair of the Condominium Buildings, or if any such encroachment shall occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for this encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any Condominium Unit, or any common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of parts of the common elements upon any Condominium Unit or of any Condominium Unit upon any other Condominium Unit or upon any portion of the common elements, due to such reconstruction and the maintenance thereof shall exist so long as the building shall stand.
8. Council of Unit Owners. Except as otherwise required by law at the time of such action or occurrence:
- (a) The affairs and business of the Condominium shall be governed and managed by the entity described in Section 11-109 of the Horizontal Property Act, which shall have all powers necessary and proper for that purpose. It shall be comprised of all unit owners and shall function in accordance with the By-Laws and this Declaration.
 - (b) The powers of the Council of Unit Owners may be delegated by the By-Laws or by the unit owners acting pursuant to the By-Laws to any person or group of persons.
 - (c) The right to vote by proxy shall not be qualified or restricted except as provided in the By-Laws that are attached hereto.
 - (d) Voting by unit owners for members of any groups of the Council of Unit Owners, such as its Board of Directors, shall be cumulative.
 - (e) Votes of units owned by the Council of Unit Owners shall not be cast or counted at meetings of the unit owners.
 - (f) The Council of Unit Owners may be incorporated. If incorporated it shall be organized under the laws of the State of Maryland, and, if possible, as a nonstock corporation.

- (g) Council of Unit Owners or otherwise in the course of its business and affairs in accordance with the Horizontal Property Act and the By-Laws. The vote appurtenant to a unit may be cast by someone other than the owner of the unit only in the manner that is provided in this Declaration or the By-Laws.
9. Percentage Interest. There shall be appurtenant to each unit and indivisible from it a percentage interest in (I) the common elements and (II) the common expenses and common profits of the Council of Unit Owners equal to that set forth for the unit in Exhibit B to this Declaration. Such interests have been established equally for each unit in the Condominium, the percentage for each unit shall have a permanent character and shall not be subject to change or redetermination under any circumstances, regardless of any inaccuracy in the hypothetical or estimated values or change in the value of any of the units, except as the same may be changed by virtue of the Grantor reservation of the right to expand the Condominium Regime herein.
10. Common Expenses – assessments, funds and liens.
- (a) Funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessment by the Council of Unit Owners against the unit owners. Such assessments shall be made against the owners of each unit in amounts that are in proportion to the percentage interest allocated to the unit by this Declaration in common expenses and common profits or in such other amounts as may be permitted by laws and shall come due as provided in the By-Laws.
- (b) Each owner of a unit shall be personally and jointly and severally liable to the Council of Unit Owners for all assessments with regard to the unit that come due while such person or entity is an owner of the unit and for all interest, late charges and other charges for non-payment of the assessment, including attorneys' fees.
- (c) The Council of Unit Owners shall have the power to impose interest, late charges and attorneys' fees in the event of non-payment of assessments of common expenses and, if such items are stated in the By-Laws they shall apply even if they are not declared in a particular assessment.
- (d) The Council of Unit Owners shall have a lien on a unit for any assessment or fine levied upon the unit or its owners and any interest, late charge or other charge for nonpayment thereof, including attorneys' fees, from the time the assessment or other lienable item becomes due until it is paid. The operation and effect of the lien shall be limited as provided in the By-Laws or the Horizontal Property Act, but unless otherwise provided therein the lien may be enforced and foreclosed by the Council of Unit Owners or its nominee in the same manner as a mortgagee or deed of trust containing a power of sale or an assent to a decree.
- (e) Assessments paid to the Council of Unit Owners shall be appurtenant to the unit on which they were imposed and the owner of the unit or other person who has paid the assessment shall have no personal right or interest in such assessment or funds, deposits or other assets of the Council of Unit Owners, except as provided by the Horizontal Property Act. Unless otherwise provided by law, any right or interest in such assessment or funds, deposits or other assets shall pass with and not be divisible or different from ownership of the unit to which they pertain.

(f) Liability for common expenses and assessments therefore may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

11. Grantor's Reservation. Until such time as it shall cease to be the owner of any unit, Grantor shall have the right to use any of the units that it owns for the purpose of promoting the sale of its units or the rental thereof and any activity by Grantor or its agents or employees for such purposes shall be permitted. In addition, Grantor may maintain on the common elements such signs as may be reasonable for such purposes.

Further, Grantor, its agents and employees for the purposes mentioned above and all persons involved in the construction and repair of the improvements on behalf of Grantor, its general contractor and sub-contractors shall be entitled to reasonable access and use of the common elements.

12. Rules and Regulations; Covenants and Restrictions.

(a) The usage and occupancy of the units and the common elements shall be subject to the rules and regulations and the covenants and restrictions that are set forth in this Declaration or the By-Laws and to such additional rules and regulations and covenants and restrictions as may be adopted pursuant to the By-Laws, provided, however, that no provision that would unreasonably restrict or interfere with the use and occupancy of the Condominium for ordinary residential purposes shall be adopted or enforced (unless it is set forth in this Declaration or in the By-Laws that are attached hereto).

(b) The following covenants and restrictions are hereby imposed upon each unit and other portion of the condominium:

I. No trade, business, or other commercial activity shall be conducted either regularly or in any substantial amount in any unit or on the common elements, provided, however, that the following activity shall not be prohibited either by this Declaration or by restrictions imposed pursuant to the By-Laws unless it unreasonably disturbs another occupant of the Condominium premises or unreasonably interferes with his or her beneficial use of enjoyment thereof:

A. Activity engaged in by an occupant of the unit without the presence or participation of any person who is not an occupant of the unit, such as communication by telephone or electronic means and reading, review, research, and preparation of reports, records and written material.

B. An activity related to any trade, business or other commercial activity in which an occupant of the unit is engaged but only to the extent that such activity does not occur regularly and is incidental to the use of the unit by the occupant for residential purposes.

II. No unit shall be used as a place of residence except as a private, single-family shall include bona-fide servants of the family who reside in the unit.

III. These covenants and restrictions shall exist in perpetuity and forever run with and be binding upon the units and other portions of the condominium premises and shall inure to the benefit of and be enforceable by Grantor, the Council of Unit Owners, or any owner or owners of any unit and their respective successors, heirs,

personal representatives or assigns. Their failure to enforce any restriction or covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.

- IV. If any of these covenants and restrictions are violated, the Grantor, the Council of Unit Owners or any owner or owners of any unit or his, her, its or their heirs, successors or assigns, upon failure of the person causing the violation to abate such violation within ten (10) days after the giving of written notice to abate, may abate such violation at the expense of such person and any other person causing or permitting the violations without liability for entry upon any unit or any conduct that is reasonably necessary for the abatement of such violation. In the event that a proceeding at law or in equity is commenced for the abatement of such violation, the persons who have caused the violation shall be jointly and severally liable for the costs of such action, including attorneys' fees, provided, however, that such liability shall be imposed only upon a person who has been given the aforementioned notice and has not caused the abatement of the violation.
- (c) The violation of the rules and regulations and covenants and restrictions that are set forth in this Declaration or the By-Laws or which may be adopted pursuant to the By-Laws shall not cause or result in any forfeiture or reversion of the title to any unit or other portion of the Condominium.

13. Grantor's Right To Expand Condominium

Pursuant to ¶11-120 and ¶11-103 of the Maryland Condominium Act, the Grantor does hereby reserve the right to expand the Condominium by subjecting Phase II or the Condominium Property described on Exhibit "A" attached hereto to the Condominium Regime. A legal description of Phase II is attached hereto as a part of Exhibit "A". The maximum number of units that may be added to the existing thirty-nine (39) units of Phase I is forty (40). The maximum number of units allowed for expansion in Phase II is forty (40), subject to an overall limitation on the entire parcel of eighty(80) units. The percentage interests in the common elements, the common expenses and the common profits and the number of votes appurtenants to each unit following the addition of each section to the Condominium is shown on Exhibit "B" attached hereto. The aforementioned percentage interests and votes will be determined by allocating equally to each unit in the Condominium Regime their equal share of said expenses, profits and votes. This right shall be reserved to the Grantor for a period not to exceed ten (10) years from the date of the recording of this Declaration. The Condominium Declaration and the Condominium Plats may be amended to reflect this reservation of expansion by the Grantor at any time during said ten year period.

14. Miscellaneous.

- (a) Assignment. Nothing in the provisions of this Declaration shall be deemed in any way to restrict or prohibit the Grantor from assigning or otherwise transferring, at any time and from time to time, any or all of its rights, title and interest hereunder to any person whatsoever.

- (b) Definitions. Unless it is plainly evident from the context that a difference meaning is intended, any term which is used herein and which is defined by the provision of the Horizontal Property Act shall for purposes of this Declaration and the By-Laws be deemed to have such meaning.
- (c) Amendment. Except as otherwise provided in this Declaration or the Horizontal Property Act, this Declaration may not be amended without the express written consent of each person or entity who is then a Unit Owner or mortgagee of any unit. Any such amendment shall be and become effective upon the recordation of an appropriate amendatory instrument among the Land Records of Worcester County, Maryland, For purposes of their amendment, the By-Laws that are attached hereto shall not be deemed to be part of this Declaration. The Grantor shall be entitled, without obtaining any consent thereto by any Unit Owner or by any Mortgagee (subject to the operation of any agreement to the contrary with such mortgagee), to cause any of the provisions of this Declaration and/or of the By-Laws to be amended if, and only if, and to the extent that such amendment shall (in the reasonable exercise of the Grantor's discretion) be necessary or desirable in order to correct obvious and unintentional typographical or mathematical errors therein.
- (d) Applicable Law. This Declaration shall be given effect and shall be construed under and governed by the application of the law of Maryland.
- (e) Situs of Suits. No suit shall be brought against the Council of Unit Owners or its officers or directors except in the Courts of Worcester County, Maryland and each owner of a unit and the holder of any mortgage on any unit does hereby waive any right that he, she or it may have to invoke the jurisdiction of the courts of the United States of America on the basis of diversity of citizenship and does hereby authorize those courts to decline to exercise such jurisdiction over the Council of Unit Owners or its officers or directors.
- (f) Mortgage. As used herein the term "mortgage" shall mean and include a deed of trust and the term "mortgagee" shall mean and include the beneficiary of a deed of trust.
- (g) Severability. No determination or adjudication by any court, governmental or administrative body or agency that any provision of this Declaration is invalid or unenforceable in any instance shall affect the validity or the enforceability (i) of any other provisions of this Declaration, or (ii) of such provision in instances or circumstances which are not within the jurisdiction of such court, body or agency or addressed by its said determination or adjudication.
- (h) Exhibits. The Condominium Plat, By-Laws and every document or other writing which is referred to herein as being attached hereto as an exhibit or is otherwise designated herein as an exhibit hereto is made a part hereof.
- (i) Construction. As used herein,
(i) the term "person" shall be deemed to mean a natural person, a corporation, a partnership and any other form of legal entity.
(ii) all references made herein in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; and
(iii) all references made herein in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

(iv) Captions of the paragraphs and provisions of this Declaration are intended only for convenience and not for construction.

(j) Waiver. Regardless of the number or nature of breaches or violations thereof, the provisions of this Declaration shall not be waived or become unenforceable because of any failure to enforce them.

IN WITNESS WHEREOF, the Grantor has caused this Declaration to be executed on its behalf by its duly authorized officers, the day and year first above written.

ATTEST: MARLIN COVE II LIMITED PARTNERSHIP

Garneth Ward By: Sawyer-LeCates, Inc.,
General Partner

By: (Signature)

Richard T. LeCates

President

STATE OF MARYLAND

COUNTY OF WICOMICO

I HEREBY CERTIFY that on this 20th day of June, 1984, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Richard T. LeCates, who acknowledged that he is the President of Sawyer-LeCates, Inc., a Maryland corporation, the general partner of Marlin Cove II Limited Partnership, a Maryland limited partnership, and that as such President, being authorized so to do, he has executed this Condominium Declaration on behalf of the corporation, as its act and deed as the general partner of the aforesaid limited partnership and on its behalf.

AND the aforesaid Richard T. LeCates, as President of Sawyer-LeCates, Inc., acknowledged that it is the only general partner of the aforesaid Marlin Cove Limited Partnership as of the day and year aforesaid.

AS WITNESS my hand and Notarial Seal.

(SIGNATURE)

Notary Public

My Commission expires 7/1/86

(Notary Public SEAL)

EXHIBIT "A"

Entire Condominium Parcel

ALL that lot, tract or parcel of land, located in Worcester County, Maryland, described as Parcel No. 8 as shown on a plat entitled "Caine Harbor Mile, Ocean City, Worcester, County, Maryland, Section Two", prepared by G B.C. Surveys, Inc., dated January 1973 and recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 31, Folio 21, and being in all respects the same land conveyed unto Marlin Cove II Limited Partnership, a partnership organized and existing under and by virtue of the laws of the State of Maryland, by deed dated August 24, 1983, from Harbor Mile Partnership, a general partnership organized and existing under the laws of the State of Maryland, and recorded among the aforesaid Land Records in Liber W.C.L. No. 906, Folio 234.

PHASE I

A.

All that lot, tract or parcel of land located in Worcester County, Maryland, as shown on Plat entitled "Caine Harbor Mile, Ocean City, Worcester County, Maryland, Section Two", prepared by G.B.C. Surveys, Inc. dated January, 1973, and recorded among the Land Records of Worcester County, Maryland in Plat Book F.W.H. No. 31, Folio 21, and more fully described as beginning for the same at the intersection of the Westerly line of Parcel No. 8 and the Northerly line of Edward L. Taylor Road, South 83 degrees 17 minutes 42 seconds East by and with said Edward T. Taylor Road 250.00 feet to the Southeasterly corner of said lot No. 8, thence (1) by and with said Easterly line of lot No. 8 North 6 degrees 42 minutes 18 seconds East, 265.00 feet to a point, thence (2) North 83 degrees 17 minutes 42 seconds West 153.00 feet to a point, thence (3) North 6 degrees 42 minutes 18 seconds East, 70.00 feet to a point, thence (4) North 83 degrees 17 minutes 42 seconds West, 97.00 feet to the Westerly line of said Parcel No. 8, thence (5) by and with said line of Parcel No. 8 South 6 degrees 42 minutes 18 seconds West, 335.00 feet to the place of beginning.

B.

All that lot, tract or parcel of land located in Worcester County, Maryland, as shown on Plat entitled "Caine Harbor Mile, Ocean City, Worcester County, Maryland, Section Two", prepared by G.B.C. Surveys, Inc., dated January, 1973, and recorded among the Land Records of Worcester County Maryland in Plat Book, F.W.H. No. 31, Folio 21, described as beginning for the same at a point located on the Easterly line of said Parcel No. 8, said point of beginning being North 6 degrees 42 minutes 18 seconds East a distance of 265.00 feet from the intersection of said Easterly line of Parcel No. 8 and the Northerly line of Edward L. Taylor Road, thence (1) North 6 degrees 42 minutes 18 seconds East 150.00 feet to a point, thence (2) North 83 degrees 17 minutes 42 seconds West 153.00 feet to a point, thence (3) North 6 degrees 42 minutes 18 seconds East 36.99 feet to a point, thence (4) North 83 degrees 17 minutes 42 seconds West, 97.00 feet to the Westerly line of Parcel No. 8, thence (5) by and with said Easterly line South 6 degrees 42 minutes 18 seconds West 116.00 feet, thence (6) South 83 degrees 17 minutes 42 seconds East, 97.00 feet, thence (7) South 6 degrees 42 minutes 18 seconds West 70.00 feet

to a point, thence (8) South 83 degrees 17 minutes 42 seconds East 153.00 feet to the place of beginning.

PHASE II

All that lot, tract or parcel of land located in Worcester County, Maryland, as shown on a Plat entitled "Caine Harbor Mile, Ocean City, Worcester County, Maryland, Section Two", prepared by G.B.C. Surveys, Inc., dated January, 1973, and recorded among the Land Records of Worcester County Maryland in Plat Book F.W.H. No. 31, Folio 21, described as beginning 415.00 feet from Edward L. Taylor Road, thence (1) by and with the Easterly line of Parcel 8 North 6 degrees 42 minutes 18 seconds East approximately 160.00 feet to the wood bulkheading on the lagoon, thence (2) by and with said bulkheading and lagoon North 83 degrees 17 minutes 42 seconds West 250.00 feet to the intersection of said lagoon and the Westerly line of Parcel No. 8, thence (3) by and with the Westerly line of Parcel No. 8 South 6 degrees 42 minutes 18 seconds West approximately 124.00 feet to the Northerly line of sub-parcel B of Phase I hereinabove defined, thence (4) by and with the northerly line of Parcel 8 of Phase I, South 83 degrees 17 minutes 42 seconds East 97.00 feet to a point thence South 6 degrees 42 minutes 18 seconds West 36.00 feet to a point, thence (5) South 83 degrees 17 minutes 42 seconds East, 153.00 feet to the place of beginning.

EXHIBIT B

TO THE DECLARATION FOR MARLIN COVE II CONDOMINIUM

The percentage interest in the common elements and common expenses and profits appurtenant to each unit in Marlin Cove II Condominium is equal to a fraction, the numerator of which is one (1) and the denominator of which is the total number of units which are subjected to the condominium regime from time to time.