

**REVISED CONDITIONS FOR CHESAPEAKE SHORES OWNERSHIP OF THE COMMON OPEN BEACH
AREA**

February 21, 2012

The following are considered to be essential provisions for any deed conveying ownership of the Chesapeake Shores common beach area to the Chesapeake Shores Homeowners Association. These provisions are intended to preserve the historic access and usage rights of the beach for all subdivision property owners in perpetuity and to define the limits of authority of any new owner of the common open space beach area.

- **The deed of conveyance will state that the original Plat easement wording included in the original plats, such as “Reserved for Property Owners in Subdivision” will be maintained in perpetuity and shall run with the land.**
- **The deed shall contain wording that provides for access to and use of the beach, for any legal purpose, for all property owners, their families and heirs, assigns and guests without restriction.**
- **The deed shall state that “No motorized vehicles of any type shall be allowed on the beach at any time”. Also, that no structures of any type shall be constructed or built within the boundaries of the association-owned beach, nor shall any extension of any structure, including walkways and decks, be extended into any part of the beach area owned by the association.**
- **“Fee simple” ownership shall not be requested or any ownership type that provides for total and complete control of the beach area by the association.**
- **All restrictive provisions of the deed shall run with the land and shall be amended only with the written permission of each house / cottage owner in the subdivision.**
- **The association shall be prohibited from selling, conveying, transferring, giving, disposing of or assigning any portion of the beach area to any entity at any time now or in the future.**
- **Upon dissolution of the Association or any successor, ownership of the beach shall be automatically returned to the original owner, Chesapeake Shores, Inc. on or before the effective date of dissolution.**
- **Failure of the CSHOA to promptly enforce and abide by all provisions of this deed shall be grounds for the revocation of this deed and the return of the beach to the original owner. CSHOA shall be responsible for the legal expenses incurred by any property owner bringing suit against the association for violations of the terms of this deed if such legal action is upheld by any court in Mathews County.**