

Section 5. Late Charges. There shall be imposed on any delinquent assessment or installment, a late charge of Two Dollars (\$2.00) or one-twentieth (1/20th) of the total amount of the delinquent assessment or installment, whichever is greater, provided the late charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least fifteen (15) calendar days.

Section 6. Condominium Lien. Any unpaid assessment levied against any unit owner under any of the provisions of this Article IX, together with interest thereon at the highest rate allowed by law, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien against the condominium unit of such unit owner, if a statement of condominium lien is recorded within two years after the date the assessment becomes due. Such lien shall be effective against the unit from and after the time a statement of condominium lien, setting forth the description of the unit, the name of the unit owner and the amount and period for which due, is signed and verified by the President or Vice President of the council of unit owners, or by the manager, as the agent of such association, and recorded among the Land Records of Worcester County.

Such statement of condominium lien shall be sufficient for the purposes hereof, if same is in substantially the following form:

STATEMENT OF CONDOMINIUM LIEN

THIS IS TO CERTIFY that (insert name of unit owner, as same appears from Land Records of Worcester County), Owner of Unit No. (insert number of unit against which lien is to be effected) in Antigua Condominium, is indebted to the council of unit owners in the amount of (insert amount of all unpaid assessments levied against owner of unit involved) as of (insert month, day and year as of which sum due) for his proportionate share of common expenses of the council of unit owners for the period beginning on (insert date), and ending on (insert date), plus interest thereon at the rate of (insert highest rate allowed by law), a late charge of (insert amount of late charges), costs of collection, and reasonable attorney's fees.

COUNCIL OF UNIT OWNERS

By _____
 Officer's Title (or Agent)
 Address
 Telephone Number

I hereby affirm under penalties of perjury that the information contained in the foregoing Statement of Condominium Lien is true and correct to the best of my knowledge, information and belief.

 Officer (or Agent)

Section 7. Collection of Common Expenses. If there be any default in payment of the common expenses, in the manner and at the time or times provided therefor in Section 4 of this Article IX, and same shall continue for a period of fifteen days, the council of unit owners shall have the immediate right: (i) to institute suit for collection of the sum due, with interest thereon, computed at the highest rate allowed by law, accounting from the date of default; or (ii) to record a statement of condominium lien against the unit of the defaulting unit owner, and proceed forthwith, or at any time after recordation of the statement, to enforce the same through sale, foreclosure, or otherwise, as permitted under the Condominium Act. By the acceptance of any title to, or ownership of, his condominium unit, the unit owner shall be deemed to have expressly: (i) authorized enforcement and foreclosure of the lien of the statement of condominium lien by the council of unit owners, in the same manner, and subject to the same requirements, as the foreclosure of mortgages on real property in this State, containing a power of sale or an assent to a decree; and (ii) covenanted, agreed and declared that, after the continuance of his default following recordation of the statement of condominium lien, the council of unit owners, shall have the absolute power, right and privilege to sell his condominium unit in accordance with the Public General Laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such Laws and Rules are from time to time amended and supplemented; provided, however, that no action may be brought to enforce the lien except after ten days' written notice to the defaulting unit owner, given by registered mail, return receipt requested, at the address of the unit owner shown on the roster or books of the council of unit owners.

Upon any sale hereunder of a condominium unit of a defaulting unit owner, the proceeds shall be applied as follows: first, to the payment of expenses incident to such sale, including a commission to the party making the sale; second, the payment of the cost of any painting, papering, redecorating, floor finishing, repair or replacement which the board of directors deemed necessary or advisable to render the unit marketable; third, to the payment of all claims of the board of directors or the council of unit owners against the defaulting unit owner, whether the same shall have matured or not; and fourth, the surplus, if any, to said defaulting unit owner, or to whomever may be entitled to the same. It is expressly understood that, at any such sale, the council of unit owners may be a purchaser of the condominium unit, free and clear of any right or equity of redemption of the defaulting unit owner, such right and equity being deemed expressly waived and released.

The council of unit owners shall have the right both to institute suit for collection of the unpaid assessment and to enforce the lien of such assessment against the condominium unit of the defaulting unit owner, provided there be but one satisfaction of the claim. Further, the board of directors shall have the absolute right to suspend the voting rights of any defaulting unit owner at any meeting of the council of unit owners, following recordation of any statement of condominium lien against his unit, which suspension shall remain in full force and effect until the amount necessary to satisfy and release the lien has been paid.

The foregoing enumeration of the rights of the council of unit owners and board of directors is made in furtherance, and not in limitation of the rights and remedies conferred by law upon the council of unit owners, or the board of directors, to collect the common expenses or enforce any lien against the unit of a defaulting unit owner, and is not intended, by mention of any particular right or remedy, to limit or restrict the council of unit owners, or the board, which shall have all powers and rights necessary or convenient for collection of the common expenses.

ARTICLE X

BOOKS AND RECORDS

The board of directors shall keep the books of the council of unit owners, with detailed accounts in chronological order, noting all receipts and expenditures affecting the property and its administration, and specifying the maintenance and repair expenses of the common elements and any other expenses incurred. A separate account shall be maintained for each condominium unit, showing the amount of each assessment of common expenses against such unit, the date or dates same may be due, the amount paid thereon, and the unpaid balance thereof. The books, together with all bills, statements and vouchers accrediting the entries made thereupon, and all other records kept by the board, shall be available for examination and copying by any unit owner and his mortgagee, or the duly authorized agents or attorneys of such unit owners or his mortgagee, during normal business hours, and after reasonable notice. All books and records of the council of unit owners shall be kept in accordance with good accounting practices, on a consistent basis, and an outside audit shall be made at least once a year. The cost of such audit shall be a common expense.

A written report summarizing all receipts and expenditures of the council of unit owners shall be rendered semi-annually by the board of directors to the unit owners. Promptly after the close of each fiscal year, an annual report of the receipts and expenditures of the council of unit owners, certified by an independent accountant, shall be rendered by the board of directors to each unit owner and any mortgagee thereof requesting the same.

In addition to keeping the foregoing financial books and records, the board of directors shall keep detailed records of its actions, minutes of its meetings and minutes of meetings of the council of unit owners.

ARTICLE XI

INSURANCE

Section 1. Protective Policies. The board of directors shall procure and maintain, in the name of the council of unit owners, or the name of the manager or other designee, as agent or trustee for the benefit of the unit owners and the council of unit owners, who shall be deemed the parties insured, policies of insurance in stock insurance companies licensed to do business in the State of Maryland, to the extent obtainable, as follows:

(a) A policy or policies insuring the building against loss, damage or destruction by fire or other casualty, including lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicle, falling object, smoke, malicious mischief, vandalism, collapse through weight of snow, ice or sleet, water, and other similar casualty, in an aggregate amount equal to the full insurable replacement value of the building, without regard to depreciation, and including flood, in an amount equal to the maximum participation by the United States Government allowable under the National Flood Insurance Act of 1968, as from time to time extended, amended or supplemented, presently established at \$200,000.00, and including also a rider, if required, insuring against loss by required demolition and against loss of assessment on damaged units pending their restoration. The policy or policies, unless otherwise insuring the condominium units against loss, damage or destruction, shall have a contingent or conditional endorsement, with limits equal to the replacement value of the condominium units, providing for payment by the insurer of a sum sufficient for restoration of each unit to a tenable condition, in the event that the owner thereof shall fail or refuse to restore his unit within a reasonable time after loss, damage or destruction of such unit, by fire or other casualty insured against. In lieu of the foregoing insurance, the board of directors may procure and maintain such other insurance against loss, damage or destruction of the common elements and the condominium units, as shall give substantially equal or greater protection to the unit owners, as their interest may appear.

(b) Such insurance as the board of directors may deem advisable for the protection of the other common elements, such as machinery, equipment and other personal property of any kind or nature, including boiler insurance, if required, on the heating or air-conditioning fixtures or facilities in any unit.

(c) Such insurance as will protect the council of unit owners, and each unit owner, from claims under workmen's compensation acts and other employee benefit acts.

(d) Such insurance as will protect the council of unit owners, the board of directors, officers of the association, the manager, and each unit owner, from claims for damage because of bodily injury, including death, to all others, including employees of the insured, and from claims for damage to property, any or all of which may arise out of or result from ownership of any interest in the condominium or the management or operation of said condominium, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance or use of the parking areas, driveways, alleys and sidewalks, on or abutting the property. It is intended that the insurance described in this subparagraph be: officers' and directors' liability insurance; and a comprehensive general liability policy endorsed to protect each unit owner and the council of unit owners against all liability arising out of or otherwise attributable to the property, including operation of the premises and parking areas thereon, products liability, liability attributable to work or other act of an independent contractor, or let or sublet work, landlords-tenants liability, and contractual liability. Further, the insurance shall cover the liability of one or more unit owners as parties insured to one or more of the remaining unit owners, though also parties

insured. Such public liability insurance shall be in the limits of at least \$300,000.00 for injuries or damages sustained by any one person, \$1,000,000.00 for injuries or damages sustained by two or more persons in any one accident, and \$50,000.00 for property damage. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(e) In all events, each policy of insurance procured under this Section 1 of Article XI shall contain a waiver of the insurer's subrogation rights against each unit owner, and a waiver of any defense maintainable by the insurer by reason of any co-insurance provision of any policy or by reason of any act or neglect of any unit owner, whether before or after the loss, damage or destruction may occur. Further, each policy of insurance shall provide that any unit owner in his own right may procure other insurance, fire, casualty, liability or otherwise, and that such other insurance shall in no wise serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer. Each policy of insurance procured under paragraphs (a) or (b) of this Section 1 shall state that the exclusive right and authority to adjust losses under the policy shall be vested in the board of directors.

(f) Each unit owner shall furnish such information and execute such application forms as may be required of him in order to procure and maintain any policies of insurance provided for by this Section 1 of Article XI. Additionally, each unit owner shall notify the board of any addition, alteration or improvement made in or to his unit, so that the board may procure other or additional insurance on account of same, if deemed necessary or advisable.

Nothing provided in this Article XI shall prejudice the right of any unit owner to insure his condominium unit on his account and for his own benefit; or to insure himself against liability to others. If the unit owner, however, shall procure fire or other casualty insurance covering his condominium unit or his interest in the condominium, he shall file with the board of directors a duplicate of the insurance policy.

Section 2. Disbursement of Insurance Proceeds. The proceeds of any fire or casualty insurance policy procured under the provisions of paragraph (a) or (b) of Section 1 of this Article XI shall be applied or disbursed as follows, and not otherwise:

(a) If the condominium is damaged to the extent of less than two-thirds (2/3) of its then replacement cost, or if the unit owners unanimously agree to reconstruct the condominium which is damaged to the extent of two-thirds (2/3) or more of its replacement cost, the proceeds of all insurance policies shall be applied to repair, restore and reconstruct the common elements destroyed by the casualty insured against and thereafter, if there be any surplus, to repair or restore the condominium units damaged by said casualty, or, if insufficient to repair or restore all units damaged, then to allocate the same among the unit owners, pro rata, in accordance with the loss, harm and damage sustained by each, and to pay each share in accordance with the priority of interest in each

unit, first to the mortgagee and other lien holders, as their interest may appear, and then the surplus to the unit owner. If the proceeds of insurance are insufficient to cover the cost of any necessary repair, replacement or restoration of the common elements, such excess costs shall be paid by the council of unit owners as a common expense, upon special assessment therefor and levy thereof by the board of directors against each unit owner in accordance with his percentage interest factor.

(b) If the condominium is damaged to the extent of two-thirds (2/3) or more of its then replacement cost, then, unless the unit owners unanimously agree otherwise, the condominium shall be subject to an action for partition at the suit of any unit owner, as if the property is owned in common, provided, however, no action for partition may be brought after the expiration of one year from the date of the damage. In all events, the net proceeds of sale and the net proceeds of insurance shall be considered as one fund and same shall be divided among all the unit owners, pro rata, in accordance with the percentage interest factor of each, and each share shall thereafter be distributed in accordance with the priority of interest in each unit, to the end and intent that all mortgage and other liens on the condominium unit shall first be paid out of the share of the proceeds payable to such unit owner, all in the order in which same appear.

ARTICLE XII

MAINTENANCE OF THE PROPERTY

Section 1. Common Elements. Except to the extent otherwise provided herein, and in Sections 2 and 3 of this Article XII, the board of directors shall maintain the common elements in good order, condition and repair and the cost thereof shall be assessed to the council of unit owners as a common expense. Further, the board of directors may make any addition, alteration or improvement in or to the common elements, provided that fifteen (15) days' notice of intent to make the same is furnished to each unit owner, and provided further that no such addition, alteration or improvement costing more than Ten Thousand Dollars (\$10,000.00) shall be made without prior approval of a majority of the unit owners. In all instances the cost of any addition, alteration or improvement shall constitute a common expense assessable to the council of unit owners.

Each unit owner shall pay to the council of unit owners or to the board of directors, the cost of repairing any injury done to the common elements by himself, his family, guests, servants or employees, whether said injury be caused by negligence, default, willful act or otherwise.

Section 2. Limited Common Elements. Except to the extent otherwise provided in Article V of the Declaration, each unit owner shall maintain in good order, condition and repair, the limited common elements appurtenant to his unit, and keep the same free and clear of sand, snow, ice and any accumulation of water. No limited common element shall be enclosed, decorated, covered by any awning or otherwise covered without the written consent of the board of directors. If any unit owner defaults in performance of any of his obligations under this Section 2, then the board of

directors may, but is in no manner required to, remedy such default, and the unit owner responsible therefor shall pay the cost thereof to the board promptly upon demand.

Section 3. Condominium Unit. Each unit owner, at his own cost and expense, shall maintain his unit in good order, condition and repair. Additionally, to prevent freezing of any water in any pipe, plumbing fixture or other facility in the condominium project, each unit owner, at his own expense, shall maintain the temperature inside his unit at not less than 50° dry bulb throughout each calendar year. For the purpose of this Section 3, the term "unit" shall include the water and sewerage pipes or drains and other plumbing fixtures and facilities, the heating and air conditioning apparatus and equipment, the electric and telephone installations and doors, windows and glass in said unit, whether or not the foregoing constitute part of the common elements. Further, each unit owner shall be responsible for all damage caused to the common elements or to any other unit by reason of his failure to maintain his unit in accordance with the provisions of this Section.

Section 4. Structural Improvements. No unit owner shall make any structural addition, alteration, or improvement in or to his unit, without first procuring from the board of directors its written authorization therefor. The board's approval of a proposed structural addition, alteration or improvement in the unit shall be deemed granted if, within sixty (60) days after receipt of a written request therefor, setting forth the plans and specifications of the proposed addition, alteration, or improvement, the board of directors shall fail to deny said request.

Section 5. Public Utility Services. Water is furnished to all condominium units and the common elements through one or more meters held by the unit owners in common and the board of directors shall promptly pay, as a common expense, all charges for such water. Electricity is furnished to the common elements through a separate meter or meters designed for the property held in common and the board of directors shall pay, as a common expense, the cost of electricity consumed or used for such common elements. However, electricity is furnished to the condominium units through separate meters and each unit owner shall promptly pay for all electricity furnished to his unit.

ARTICLE XIII

RESTRICTIONS, RULES AND REGULATIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the condominium project for the benefit of each unit owner, his respective personal representatives, heirs, successors and assigns, the common elements and each condominium unit shall be held subject to the following terms, conditions, provisions and restrictions:

1. The common elements and each condominium unit located on the property shall be used, occupied and maintained for residential purposes only, except and provided as follows:

(a) Real estate sales, lease, management and construction offices and signs may be erected, maintained and operated on the land, and in any condominium unit, provided any such office or sign is used and operated in connection with the development or management of the condominium project, the making of improvements on the property, or the sale or lease of any condominium unit by the Developer.

(b) Parking areas on the land may be maintained and operated only for the parking of private, non-commercial automobiles, which may be parked only in a space or area provided for the parking of automobiles. No motor vehicle shall be washed, rinsed or otherwise cleaned on the property.

2. No noxious or offensive trade or activity shall be carried on upon the property or in any condominium unit, nor shall anything be done upon the property or in any unit which may be or become a violation of any health, fire, police, or other governmental law, rule or regulation, or a nuisance or annoyance to the unit owners or neighborhood. Any violation of any law, order, rule, regulation or requirement of any governmental authority or agency shall be remedied by and at the sole cost and expense of the unit owner or unit owners whose unit or units are the subject of such violation.

3. No noise, disturbing to the unit owners, shall at any time be made upon the property or in any condominium unit, and nothing shall be done or permitted to be done in or about the common elements, or any unit, that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the unit owners.

4. Nothing shall be kept in any condominium unit which may in any way increase the rate of fire insurance on the building, or other common elements, beyond the rate established therefor when and as used for the purposes permitted under the Declaration and By-laws; and further, nothing shall be done or permitted to be done that will conflict with any fire law, rule or regulation; specifically, but not by way of limitation, no gasoline or other highly inflammable material or substance shall be kept in any condominium unit.

5. No cat, dog, bird, monkey or other animal or fowl shall be kept upon the property without the written consent of the board of directors, which consent shall not unreasonably be withheld; nor shall any such animal or fowl, despite prior consent, be retained after notice from the board of directors to remove it from the property for a reasonable cause, stated in the notice.

6. The lobbies, halls, walkways, stairways, and parking areas shall be used for ingress and egress only, and children shall not be permitted to play therein or thereon, nor shall same be used in any manner for permanent or temporary storage of any article of personal property, including particularly, chairs, umbrellas or

other beach paraphernalia, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the lobbies or halls, or on the walkways, stairways or parking area. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play, or similar purposes.

7. No portion of the common elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited except to the ordinary outlets furnished within condominium units, and except additional electric outlets which may be installed with the consent of the board of directors. Further, the common elements shall be used only for the purposes for which same were installed and none of said common elements shall be loaded or taxed beyond the capacity for which designed.

8. No vermin, insects, or other pests shall be allowed to remain in any condominium unit, nor shall any such unit be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the board of directors, its agents, servants, employees and contractors may enter any room or any unit in the building, at any reasonable hour of the day, after reasonable notice, for the purpose of inspecting such room or unit for the presence of any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

9. Neither clothing, curtains, rugs, towels, or other articles shall be shaken from or on the walkways, stairways, windows, doors, landings, or balconies, nor shall anything be placed on or hung from outside window or balcony sills, ledges, or railings, or thrown from doors, windows or balconies, nor shall any sign of any kind be displayed upon the property except to the extent permitted under paragraph 1 of this Article XIV.

10. No unit owner shall violate any rule or regulation now or hereafter adopted by the board of directors or a majority of the council of unit owners for the safety, care, maintenance, good order and cleanliness of the property, including rules and regulations applicable to parking, deliveries by or to the unit owners, and moving of furniture or furnishings into or out of condominium units.

11. All of the aforesaid restrictions, rules and regulations shall be held and construed to run with and bind the common elements and each condominium unit located on the property and all owners and occupants of such units, their respective heirs, personal representatives, successors, and assigns, forever. Said restrictions, rules and regulations shall inure to the benefit of and be enforceable by the Developer, council of unit owners, board of directors, manager or any unit owner against anyone violating or attempting to violate any of said restrictions, rules or regulations. Enforcement may be by appropriate legal proceedings, either an action at law for damages, or a suit in equity to enjoin a breach or violation, or enforce performance, of any restriction, rule or regulation. Further, the board of directors, for itself, its agents, servants, employees and contractors, after notice to a unit owner of any breach or violation of any restriction, rule or regulation within his unit and his failure to correct the same within a reasonable time thereafter, shall have

the right to enter the condominium unit of the defaulting unit owner and, at his expense, summarily abate or remove the breach or violation occurring in his unit.

ARTICLE XIV

ARBITRATION

If there be any dispute between the council of unit owners, board of directors or the manager of the condominium, on the one part, and any unit owner, on the other part, same shall be submitted to arbitration. Either party shall have the right to notify the other party that it is invoking the arbitration provisions of these By-laws, as herein provided. The party initiating the arbitration shall set forth in its written notice the desire to invoke the arbitration provisions of this Article, and shall specify the name and address of the arbitrator selected to represent the party initiating the arbitration and the matter to be arbitrated. Within seven (7) days after receipt of such notice, the other party to the dispute shall specify by written notice to the party invoking arbitration, the name and address of the arbitrator to represent it. Within five (5) days after the designation of the second arbitrator, the two so designated shall name the third arbitrator by their joint agreement. If the party requested to name its arbitrator fails to do so within the time limited, or if the two arbitrators fail to agree within five (5) days after appointment of a second arbitrator, as to a third arbitrator, then the one or two designated arbitrators, as the case may be, shall then request the then Chief Judge of the Circuit Court of Worcester County to designate an arbitrator or arbitrators so that there will be three (3) arbitrators. A decision of the majority of the arbitrators shall be final, conclusive and binding upon both parties. The controlling decision shall be in writing, signed by the arbitrators making same, and shall briefly state the grounds therefor, and shall fix and allocate the cost of the proceedings between the parties.

ARTICLE XV

MORTGAGES

Section 1. Notice to Board of Directors. Each unit owner who conveys his unit by way of any mortgage shall give written notice thereof to the board of directors, setting forth the name and address of his mortgagee and submitting a conformed copy of his mortgage and the note secured thereby, if any. The board of directors shall maintain all mortgage information in a book or other record designated "Mortgage Book".

Section 2. Notice and Information to Mortgagee. The board of directors shall furnish to each mortgagee of record in its "Mortgage Book", a copy of any default or other notice given by said board to the owner of the mortgaged unit. Further, the board shall notify each mortgagee of record in its "Mortgage Book", about any damage or destruction by fire or other casualty, or any taking by eminent domain, of any of the property having a value or replacement cost of more than \$10,000.00, and, in addition, furnish to each such mortgagee confirmation of its right to such notice, if requested.

Further, upon written request of any mortgagee therefor, the board of directors shall furnish to such mortgagee any information to

which the owner of the mortgaged unit may be entitled, including information as to the status of any assessment, the payment of common expenses, performance of any obligation imposed under the Declaration or these By-laws, or any default of any kind or nature which may exist or be outstanding on the part of the unit owner.

ARTICLE XVI

RESIDENT AGENT

The name and post office address of the Resident Agent for Antigua Condominium in this State is . Said resident agent is a citizen of the State of Maryland and actually resides therein.

The name and address of the Resident Agent of the condominium shall be filed with the Department of Assessments and Taxation of the State of Maryland. Said agent or address may be changed from time to time by the council of unit owners, or the board of directors, in the same manner and to the same extent as names and addresses of resident agents may be changed by Corporations of this State.

ARTICLE XVII

GENERAL PROVISIONS

Section 1. Notice. All notices required or permitted to be given under the Declaration or these By-laws shall be deemed to be properly served if sent by registered or certified mail: to the board of directors c/o Antigua Condominium, 85th Street, at Ocean Highway, Ocean City, Maryland 21842, or such other address as may be hereafter be designated as the mailing address of the council of unit owners; to each unit owner, at his unit, Antigua Condominium, 85th Street at Ocean Highway, Ocean City, Maryland 21842, or such other address as may be specified therefor on the roster or books of the condominium; and to the Mortgagee of any unit owner at the address thereof furnished to the board of directors and recorded in its Mortgage Book, but any unit owner or Mortgagee may, at any time, by written notice to the board of directors, stipulate a different address.

Section 2. Waiver. The failure of the council of unit owners, or any unit owner, or the board of directors, or the manager, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of these By-laws, or the failure of any such party to exercise any right, shall not be construed as a waiver or relinquishment for the future, whether in the same or in any other instance or occasion, of the benefit of such restriction, condition, obligation, provision or right, but the same shall remain in full force and effect.

Section 3. Captions. Captions are inserted in these By-laws as a matter of convenience and to facilitate reference to the provisions hereof. Said captions are not intended to define, describe or limit the scope of these By-laws, or any term, condition, or provision hereof, and shall have no effect whatsoever in resolving any construction or interpretation of the By-laws.

Section 4. Amendment of By-laws. These By-laws, or any of them, or any additional or supplementary By-laws, may be changed,

modified or supplemented at any annual meeting of the council of unit owners without notice, or at any special meeting thereof, the notice of which shall set forth the terms of the proposed amendment or addition, by the vote of the unit owners having seventy-five percent (75%) or more of the votes, and not otherwise, provided, however, that each particular required in the By-laws by the Condominium Act, shall be set forth in the By-laws as changed, modified or supplemented. No change, modification or supplement of the By-laws shall take effect unless evidenced by an appropriate written instrument or instruments, which shall be signed by the President or Vice President of the council of unit owners, accompanied by a certificate of the Secretary of said council of unit owners, stating that such amendment or addition to the By-laws was approved by unit owners having at least seventy-five percent (75%) of the votes, and recorded among the Land Records of Worcester County. The certificate of the Secretary as to approval by the unit owners of any change, modification or supplement in or to the By-laws shall be conclusive evidence of such approval.

Section 5. Invalidity. If any term, condition, or provision of these By-laws is held or determined to be invalid, the validity of the remainder of the By-laws shall not be affected thereby, but shall continue in full force and effect, as fully and to the same extent as if the invalid term, condition or provision had not been included herein. These By-laws are designed to comply with and properly supplement the Condominium Act and the Declaration establishing the condominium regime and, if there be any conflict between the By-laws and any term, condition or provision of the Condominium Act, or between these By-laws and the Declaration, the provision of the Act or Declaration, as the case may be, shall prevail and control.

WITNESS the hand and seal of the Developer, the day and year first above written.

ATTEST:

MELBA INVESTORS ATLANTIC, INC.

Norma D. Funnell
Secretary

By: Laurena W. Peterson
Vice President



STATE OF ~~MARYLAND~~ ^{New York}, CITY OF ~~BALTIMORE~~ ^{New York}, TO WIT:

I HEREBY CERTIFY, that on this 25th day of July, 1977, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ ^{New York}, in and for the City aforesaid, personally appeared Laurence D. Peters, Vice-President of Melba Investors Atlantic, Inc., a body corporate, and acknowledged the establishment of the foregoing By-laws for the condominium regime, known as Antigua Condominium, to be the act and deed of said body corporate.

AS WITNESS my hand and notarial seal.

Anni C. Megyas
Notary Public

My Commission expires:

ANNI C. MEGYAS
Notary Public, State of Md.
No. 31-6640132
Qualified in New York County
Term Expires March 30, 1978

Plat recorded in Plot Book No. 57, pgs. 46 thru 75.

1977 Augustth The foregoing Declaration ^{By Laws} for record and is accordingly recorded among the land records of Worcester County, Md. in Liber F.W.H. No. 591, folios 71 thru 107
FRANK W. HALES Clerk