

**DECLARATION ESTABLISHING A HORIZONTAL PROPERTY REGIME
TO BE KNOWN AS ANTIGUA CONDOMINIUM**

Theodor S. Berberling, Esq.

THIS DECLARATION, made this 25th day of July, 1977,
by MELBA INVESTORS ATLANTIC, INC., a body corporate of the State of
New York with an address at 280 Park Avenue, New York, New York,
(hereinafter called "Developer").

WHEREAS Developer holds the fee simple title to the land
hereinafter described and desires to subject said land, together
with the buildings and improvements erected thereon, and all rights,
alleys, ways, waters, privileges, appurtenances and advantages
thereunto belonging, or in anywise appertaining, to a condominium
regime, as provided for in the Condominium Act, and hereby to
establish for the property, a condominium regime to be known as
the "ANTIGUA CONDOMINIUM".

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That Developer,
for itself, its successors and assigns, does hereby expressly
establish and declare the following:

ARTICLE I

DEFINITIONS

AS used in this Declaration, and the By-laws annexed
hereto, except to the extent otherwise expressly provided, or other-
wise resulting from necessary implication, the following terms shall
have the meanings herein ascribed thereto. The terms herein defined
are:

(a) Condominium Act. The Condominium Act means and refers
to Title 11, section 11-101 to section 11-128, inclusive, of the Real
Property Article of the Annotated Code of Maryland (1974 Replacement
Volume; 1975 Supplement), as heretofore amended.

(b) Land. Land means and includes all those lots or
parcels of ground, located in Ocean City, Worcester County, Maryland,
and described as follows:

All that tract of land containing 1.84 acres of
land, more or less, situated on the east side of Ocean Highway
between 85th and 86th Streets in Ocean City, Worcester County,
Maryland, beginning at a concrete monument on the southerly side of
53rd Street, as shown on the plat of Isle of Wight, (now known as
86th Street in Ocean City, Maryland); and on the easterly right of
way of the Ocean Highway. Thence, from said place of beginning and
by and with said southerly side of 53rd Street, South 75° 35' 01.4"
East, 485.4 feet to the easterly property line of the property
herein described; thence by and with said easterly property line,
South 14° 24' 58.6" West to the Northerly side of 52nd Street,
150 feet (now known as 85th Street); thence by and with the said
Northerly side of said 52nd Street, North 75° 35' 01.4" West,

485.4 feet to the Eastern side of the aforesaid Ocean Highway; thence by and with the said Easterly side of the Ocean Highway, North 14° 24' 58.6" East, 150 feet to the place of beginning.

BEING part of the same lot of ground which by Deed dated December 8, 1976, and recorded among the Land Records of Worcester County, in Liber F.W.H. No. 557 folio 595, was granted and conveyed by 85th Street Development Company to Melba Investors Atlantic, Inc.

The Land is subject to the following rights, covenants, rights of way, easements and restrictions:

1. Subject, but not limited to, the easements, rights-of-way, restrictions and conditions as shown on a Plat entitled "Plat of Isle of Wight".

2. Subject to the terms and provisions of an utility agreement, duly recorded among the Land Records for Worcester County, Maryland in Liber F.W.H. No. 320 folio 448.

3. Subject to an easement for the use of so much of the property that lies in the beds of 85th and 86th Streets in Ocean City, Maryland, and rights of the public to use same as described in the Deed of Easement recorded in Liber F.W.H. No. 370 folio 179.

4. Subject to a Deed of Easement by and between 85th Street Development Company and Mayor and City Council of Ocean City, Maryland, dated October 18, 1972 and recorded in Liber F.W.H. No. 370 folio 179, et seq.

5. Subject to any customary utility rights-of-way of record among the Land Records for Worcester County, Maryland.

6. Subject to a dune and beach restoration agreement duly recorded among the Land Records for Worcester County, Maryland in Liber F.W.H. No. 164 folio 60.

7. Any portion of the Land which lies below the high water mark of the Atlantic Ocean.

(c) Condominium Plat. Condominium plat means and includes the plat prepared by George B. Cropper, entitled "Antigua Condominium", dated April 2, 1976, recorded among the Land Records of Worcester County in Condominium Plat Book F.W.H. No. 57, folios 46 through 75, and comprised of the following thirty Sheets:

Sheet 1 (Site Plan, Ground Floor Plan, and location Survey); Sheet 2 (Foundation Plan); Sheet 3 (First Floor Plan); Sheet 4 (Second Floor Plan); Sheet 5 (Third Floor Plan); Sheet 6 (Fourth Floor Plan); Sheet 7 (Fifth Floor Plan); Sheet 8 (Sixth Floor Plan); Sheet 9 (Seventh Floor Plan); Sheet 10 (Eighth Floor Plan); Sheet 11 (Ninth Floor Plan); Sheet 12 (Tenth Floor Plan); Sheet 13 (Eleventh

Floor Plan); Sheet 14 (Twelfth Floor Plan); Sheet 15 (Lower Penthouse Floor Plan); Sheet 16 (Upper Penthouse Floor Plan); Sheet 17 (Floor Plan Typical Two Bedroom, Type A, Type B, Opposite Hand); Sheet 18 (Floor Plan Typical Two Bedroom, Type D, (Type C, Opposite Hand); Sheet 19 (Floor Plan Lower Penthouse, Type E, Type F, Opposite Hand); Sheet 20 (Lower Penthouse, Type H, Type G, Opposite Hand); Sheet 21 (Floor Plan Upper Penthouse, Type I, Type J, Opposite Hand); Sheet 22 (Floor Plan Upper Penthouse, Type L, Type K, Opposite Hand); Sheet 23 (Ground Floor Lobby Plan); Sheet 24 (Ground Floor Storage Room and Mechanical Room, South Side); Sheet 25 (Ground Floor Storage Room and Mechanical Room, North Side); Sheet 26 (Typical Circulation Core Plan); Sheet 27 (South Elevation, North Elevation Opposite Hand); Sheet 28 (East Elevation); Sheet 29 (West Elevation); and Sheet 30 (Building Section).

(d) **Building.** Building means and includes the fourteen story structure, containing one hundred and four condominium units, constructed on the Land in accordance with the final plans, drawings and specifications therefor prepared by Meyers and D'Aleo, Inc., Suite 1901, Mercantile Bank and Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201, dated July 27, 1973, entitled "Antigua Condominium, Ocean City, Maryland", as follows:

(i) Architectural, mechanical and other drawings comprised of the following:

Cover Sheet (A1), Site Plan (A2), Typical Floor Plan (A4), Ground Floor Plan (A3), Penthouse Floor Plans (A5), West Elevation (A6), East Elevation (A7), South Elevation (A8), Building Section (A9), Typical Exterior Wall Sections (A10), Typical Unit Plans (A11), Circulation Core Plans (A12), Stair Sections and Details (A13), Foundation Grade and Ground Floor Plan (S-1), Low Roof and First Floor Framing Plan (S-2), Typical Roof Framing Plan (S-3), Penthouse Framing Plan (S-4), Machine Room and Roof Framing Plan (S-5), Typical Details and Sections (S-6), Miscellaneous Details (S-7), (M-1), (M-2), (M-3), (M-4), (M-5), (P-1), (P-2), (P-3), (P-4), (P-5), (PE-1), (E-1), (E-2), (E-3), (E-4), (E-5).

(ii) Specifications comprised of the following:

Cover Sheet, Addendum No. 1, Standard Form of Agreement between Owner and Contractor, Addendum No. 2, Addendum No. 3, Addendum No. 4, Table of Contents, Instruction to Bidders, Bid Form, Division 1 (General Conditions), Division 2 (Site Work), Division 3 (Concrete), Division 4 (Masonry), Division 5 (Metals), Division 6 (Wood and Plastics), Division 7 (Thermal and Moisture Protection), Division 8 (Doors and Windows), Division 9 (Finishes), Division 10 (Specialties), Division 11 (Equipment), Division 12 (Finishings), Division 13 (Special Construction), Division 14 (Conveying Systems), Division 15 (Mechanical), Division 16 (Electrical).

The aforesaid final plans, drawings and specifications for the building are filed with the Developer, forever to be maintained at the principal office of the condominium. No change or revision may be made in the building, unless effected pursuant to a revised or

supplemental drawing or specification, which shall be described in an amendment of this subparagraph of the Declaration.

Further, the building is designated on the aforesaid condominium plat, a full and exact copy of which has been recorded among the Land Records of Worcester County, Maryland. Diagrammatic floor plans of the building, showing the approximate dimensions, floor area and location of each unit in the building, are contained in the condominium plat.

(e) Property, Condominium, or Condominium Project. Property, condominium, or condominium project means and includes the land and building, together with all improvements, fixtures, and structures erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including all space in, upon, above or below the foregoing.

(f) Unit or Condominium Unit. Unit or condominium unit means the three dimensional area lying, vertically, between the top surface of the concrete floor (plank) and the bottom surface of the concrete ceiling (plank) of the building, and, horizontally, between the interior surface (unit side) of the concrete masonry exterior, partition, or other walls presently enclosing such unit and separating or partitioning same from the exterior of the building or from other units, walkways, lobbies, balconies and other common elements, as shown on the condominium plat, saving and excepting from each unit, however, all bearing walls, columns and other facilities and installations located within the unit but designated common elements under the provisions of subparagraph (g) hereof. The terms "concrete floor" and "concrete ceiling" mean and include the celdex plank, with concrete topping or concrete leveling coat, if any. Windows and doors and doorways furnishing access between the unit and the common elements, including all glass in such windows and doors, are deemed parts of the exterior or partition walls. Each condominium unit, identified and more particularly described in Article III hereof and on the condominium plat, is a freehold estate.

(g) Common Elements. Common elements mean and include all the property, except the units. Said common elements include particularly, but not by way of limitation, the following: (i) the land and all yards, lawns, gardens, plantings, walkways, and parking and driveway areas thereon or pertinent thereto; (ii) foundations, pilings, columns, girders, beams, planks, slabs, roofs, partitions, supports, and other structural elements or improvements of the building, including all exterior walls and partition walls, all glass in windows, doors and elsewhere not contained within any unit, and all bearing walls and columns located within a unit; (iii) walkways, communication ways, stairs, stairways, shafts, lobbies, mechanical rooms, and all entrances and exits to and from the building; (iv) all central and appurtenant installations for utilities and services, including power, light, electricity, telephone, water, sewerage, ventilation, and plumbing, together with all pipes, lines, ducts, wires, cables, conduits, fixtures, facilities, equipment and installations used in connection with the foregoing, including those located within a condominium unit for the service of two or more units; (v) all tanks, pumps, motors, fans, compressors, controls, devices, installations, machinery, equipment, apparatus, and facilities required or deemed advisable for use in operation of the condominium project, or for the care and maintenance of the land or

building; (vi) balconies; and (vii) all other parts of the property necessary or convenient to the maintenance, care, safety and operation of the condominium project or to the use of the property by the unit owners in common.

The term "general common elements" means and includes all the common elements.

(h) Developer. Developer means and includes only Melba Investors Atlantic, Inc., its successors and assigns.

(i) Unit Owner. Unit owner means any person, firm, corporation, trust or other legal entity, or any combination thereof, holding legal title to a condominium unit within the building and, without regard to the number or gender thereof, is referred to by the singular pronoun of the masculine gender. However, no mortgagee, as such, shall be deemed a unit owner.

(j) Council of Unit Owners. Council of unit owners means the unincorporated legal entity, comprised of all unit owners, charged with the government and administration of the affairs of the condominium.

(k) Percentage Interest Factor. Percentage interest factor means and refers to the proportionate interest of each unit owner in the common elements and in the common expenses, expressed as a percentage, the percentage interest in the common element and in the common expenses being identical. The particular percentage interest factor of each unit owner, referred to in this Declaration as "such unit owner's percentage interest factor", or "his percentage interest factor", equals the percentage interest factor of the unit owned by the unit owner, as specified in Article III hereof.

(l) Mortgage and Mortgagee. Mortgage shall mean and include a mortgage, deed of trust and other conveyance in the nature of a mortgage; and mortgagee shall mean and include the holder of any recorded mortgage, the beneficiary of any recorded deed of trust, or the grantee (including personal representatives, successors and assigns of such grantee) named in any recorded conveyances in the nature of a mortgage, encumbering one or more units.

(m) Common Expense or Common Expenses. Common expense or common expenses means and includes the expenses of the council of unit owners, including particularly, but not by way of limitation, the following: the cost and expense of administration, operation, care, maintenance, repair or replacement of the common elements; payment into a reserve or repair and replacement fund established for the foregoing; premiums on any policy of insurance, indemnity or bond required to be procured or maintained under the Declaration or By-laws, or deemed necessary or advisable by the council of unit owners or board of directors; compensation for accountants, attorneys, engineers, financial experts, superintendents, managers, and such other employees and agents as may be deemed necessary or advisable for the operation of the condominium project; all other costs and

expenses declared to be a common expense by any provision of the Condominium Act, or the Declaration or By-laws, or by the council of unit owners or board of directors; and all sums assessed against the unit owners by the council of unit owners or board of directors.

(n) Manager. Manager means and includes the person, firm or corporation from time to time employed by the council of unit owners or the board of directors to administer or supervise the condominium project. If there be no person, firm or corporation employed by the council of unit owners or board of directors to administer or supervise the project, then the board of directors shall be deemed the manager. However, if there be no board of directors elected by the unit owners, then the council of unit owners shall be deemed the manager. Manager is referred to in this Declaration, without regard to the number or sex thereof, or of those comprising same, by the singular pronoun of the neuter gender.

(o) Declaration and By-laws. Declaration means and refers to this Declaration, as same may, from time to time, be amended; and By-laws means and refers to the By-laws annexed to this Declaration, as said By-laws may, from time to time, be amended.

ARTICLE II

CREATION OF CONDOMINIUM REGIME

The Developer subjects the property to the regime established by the Condominium Act and establishes a condominium regime therefore to be known as "Antigua Condominium", to the end and intent that: in each unit owner shall vest the exclusive fee simple ownership of his unit and, as set forth in Article IV hereof, an undivided fee simple interest in the common elements; and each condominium unit, together with the undivided interest in the common elements appurtenant thereto, may be purchased, leased, optioned or otherwise acquired, held, developed, improved, mortgaged, sold, exchanged, rented, conveyed, devised, inherited, or in any manner encumbered, dealt with, disposed of, or transferred as fee simple real estate, all as fully, and to the same extent, as though each unit were entirely independent of all other units and of the building in which the condominium units are located and constituted a single, independent, fee simple, improved lot or parcel of ground.

A condominium unit may be held or owned by more than one person, firm or corporation, as joint tenants, tenants in common, or in any other real property tenancy relationship recognized under the laws of the State of Maryland, including, in the case of husband and wife, tenants by the entirety.

ARTICLE III

CONDOMINIUM UNITS

The building is hereby subdivided into one hundred and four (104) condominium units, each of which is shown, identified by numerical symbol and described on the condominium plat. Each unit is, and shall be, designated by the numerical symbol specified therefor on the condominium plat, as follows: 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307, 308, 401, 402, 403, 404, 405, 406, 407, 408, 501, 502, 503, 504, 505, 506, 507, 508, 601, 602, 603.

604, 605, 606, 607, 608, 701, 702, 703, 704, 705, 706, 707, 708,
801, 802, 803, 804, 805, 806, 807, 808, 901, 902, 903, 904, 905,
906, 907, 908, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1101,
1102, 1103, 1104, 1105, 1106, 1107, 1108, 1201, 1202, 1203, 1204,
1205, 1206, 1207, 1208, 1301, 1302, 1303, 1304, 1305, 1306, 1307,
1308.

The percentage interest factor appurtenant to each unit, identical for percentage interest in both common elements and common expenses, is as follows: The percentage interest factor appurtenant to each unit shall be 0.9615 per cent. The number of votes at meetings of the council of unit owners, appurtenant to each unit, is as follows: The number of votes appurtenant to each unit is one (1) vote. Neither the percentage interest factor nor voting rights shall be separated from the unit to which they appertain. Accordingly, any instrument, matter, circumstance, action, occurrence, or proceeding in any manner affecting a condominium unit shall also affect, in like manner, the percentage interest factor and voting rights appurtenant to the unit. Further, the percentage interest factor and voting rights appurtenant to each unit have a permanent character, and, except as set forth in the succeeding paragraph, no such factor or rights shall be changed without the written consent of all the unit owners and mortgagees. Hence no change in percentage interest factor or voting rights shall be effected unless evidenced by an appropriate written instrument or instruments setting forth the change agreed upon, executed by all the unit owners and mortgagees, and recorded among the proper Land Records of Worcester County, Maryland.

A condominium unit shall not be subdivided into two or more units, nor shall any part of a unit be sold, leased, mortgaged, rented, conveyed, devised, or in any manner encumbered, disposed of or transferred, but each condominium unit shall forever contain the minimum area shown therefor on the aforesaid condominium plat of Antigua Condominium.

The conveyance or other disposition of a condominium unit by any unit owner shall be deemed to include and convey the entire undivided interest of the unit owner in the common elements, general and limited, together with all rights and easements appertaining to his unit, such as an assigned parking space, without specific or particular reference to such undivided interest in the common elements or the appurtenances to the condominium unit.

ARTICLE IV

COMMON ELEMENTS AND COMMON EXPENSES

The fee simple title to the common elements is vested in the unit owners, each unit owner having the proportionate undivided interest therein equal to his percentage interest factor. No share or proportionate interest in the common elements shall be separated from the unit to which such share or interest appertains. Further, the common elements shall remain undivided, and no unit owner, or group of unit owners, or anyone claiming by, through or under him or them, shall bring any action for the partition or division of the co-ownership of the common elements. Except as otherwise expressly provided in Article V hereof, each unit owner may use the common elements for the purposes for which intended, without, however, hindering or encroaching upon the right of the other unit owners, likewise to use the same.

The council of unit owners, board of directors and the manager employed by said board or by the council of unit owners, for themselves, their agents, servants, employees and contractors, shall have the irrevocable right and a perpetual easement to enter any unit, or upon any limited common element appurtenant to any unit, to inspect or examine the common elements and to maintain, repair or replace any common element located in or upon, near, or accessible from any unit, whether or not such common element is also accessible from any other unit.

Each unit owner, in proportion to his percentage interest factor, shall contribute toward payment of the common expenses and no unit owner shall be exempt from contributing toward said common expenses, either by waiver of the use or enjoyment of the common elements, or any thereof, or by the abandonment of his condominium unit. The contribution of each unit owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-laws, and each unit owner shall be liable for all common expenses levied and assessed against him or his unit, and each installment thereof, falling due while he is the owner of the unit. However, any mortgagee secured by a first mortgage, coming into possession of the mortgaged unit pursuant to the remedies provided in the mortgage, foreclosure thereof, or deed or assignment in lieu of foreclosure, shall take such mortgaged unit free and clear of any charges or assessments for common expenses, to the extent that such charges or assessments accrue prior to the time the mortgagee so comes into possession of the unit.

Any assessment of common expenses, until paid, together with interest thereon, computed at the highest rate allowed by law, late charges, actual cost of collection, and reasonable Attorney's fees shall constitute a lien on the unit, on or against which levied and assessed, effective from and after the recordation of a Statement of Condominium Lien in the manner and form prescribed by the By-laws. Such lien shall have preference over any other assessment, lien, judgment, or charge of whatever nature except: (i) general and special assessments for real estate taxes on the condominium unit; and (ii) any mortgage covering the condominium unit, duly recorded prior to assessment of the common expenses as a lien on such unit, or duly recorded on said unit after receipt from the board of directors or the manager employed thereby, or by the council of unit owners, of a written statement acknowledging that payments on the lien for common expenses are current as of the date of recordation of the mortgage.

ARTICLE V

CONDOMINIUM UNITS AND COMMON ELEMENTS

The existing physical boundaries of each unit constructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of variations between existing physical boundaries of the unit and physical boundaries described in the Declaration or those boundaries shown on the condominium plat. However, if any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any unit encroaches upon any common element, or any other unit, whether such encroachment is attributable to or results from construction, settlement, shifting of the building, any fully

authorized reconstruction designed to remedy, repair or restore any damage or destruction from fire or other casualty, or from condemnation or eminent domain proceedings, or any other reason whatsoever beyond the control of the council of unit owners and any unit owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the council of unit owners or for the unit owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and nondisturbance of the common element, or the unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment wherever found. Additionally, and in all events, an easement for mutual support shall exist in the units and common elements.

The conveyance or other disposition of a condominium unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Article without specific or particular reference to such easement.

ARTICLE VI

AUTHORITY FOR GRANT OF SPECIFIC EASEMENTS

The council of unit owners shall have the absolute right, power and authority to grant any specific easement, right-of-way, license, or other similar interest affecting the common elements of the condominium, after approval of any such grant by the affirmative vote of unit owners having 75 percent or more of the votes entitled to be cast at meetings of the council of unit owners. The instrument by which any such easement, right-of-way, license or other similar interest is granted by the council of unit owners under or pursuant to the provisions of this Article shall expressly state that the grant was so approved by the unit owners having at least 75 percent of the votes entitled to be cast at meetings of the council of unit owners.

ARTICLE VII

AMENDMENT FOR CERTAIN IMPROVEMENTS

Developer is presently in the process of constructing certain improvements to the common elements of the condominium being in ground planter box in the pool area, a trellis over the entrance to the pool deck, windows in formerly open areas near stairs (all floors, bracing of pool deck fence, ~~beach front bays~~ ^{MM} a central traffic island with planters in the atrium and decking in two beach front bays. Said improvements are not complete and are not reflected on the condominium plat recorded herewith. Upon completion, Developer will execute and record an amendment hereto and such additions to the condominium plat as may be requisite to reflect such additions. Such amendment shall not require execution by any owner of a unit in the Antigua other than Developer.

ARTICLE VIII
GENERAL PROVISIONS

The Condominium Regime established by this Declaration shall be subject to the following:

1. The administration of the condominium shall be governed by the By-laws, and the terms, conditions, restrictions and provisions set forth in the By-laws shall be deemed a part of this Declaration, all as fully and to the same extent as though said By-laws were incorporated herein, provided, however, that no amendment of the By-laws and no term, condition, restriction or provisions contained in Section 4 of Article XII, or paragraph 10 of Article XIV, of the By-laws shall be binding upon the Developer, or any condominium unit owned by the Developer.

2. This Declaration shall not be changed, modified, supplemented or rescinded without the written consent of every unit owner and mortgagee, and no change, modification, supplement, or rescission of this Declaration shall take effect unless evidenced by an appropriate written instrument or instruments, executed by all the unit owners and mortgagees, and recorded among the proper Land Records of Worcester County, Maryland. The provisions of this paragraph, however, shall not apply to any change, modification, supplement or rescission of the By-laws, which may be effected by the affirmative vote of unit owners having seventy-five percent (75%) or more of the votes entitled to be cast at meetings of the council of unit owners. Further, notwithstanding any other provision of the Declaration, if the condominium shall be damaged to the extent of two-thirds (2/3) of its then replacement cost, said condominium shall be subject to an action for partition at the suit of any unit owner, as if the property is owned in common, and the restriction against partition and division of the unit ownership shall no longer apply, provided, however, that no such action for partition may be brought after the expiration of one year from the date of the damage.

On any termination of the condominium regime, in any manner herein provided for, or provided by law, each unit owner shall own, as a tenant in common, an undivided interest in the property equal to his percentage interest factor, as of the date of such termination.

3. The failure of the council of unit owners, or any unit owner, to insist in any one or more instances upon the strict performance or enforcement of any term, condition or provision of this Declaration shall not be construed as a waiver or relinquishment for the future of such right, but the same shall remain in full force and effect unless expressly waived in writing.

4. The terms, conditions, restrictions and provisions of this Declaration, and the By-laws, shall be binding upon the Developer, its successors and assigns, all as part of a general plan or scheme for development of the condominium, and all said terms conditions, restrictions and provisions shall be held and construed to run with and bind the property, each condominium unit thereon, and all subsequent owners and occupants of the units. All of said terms, conditions, restrictions and provisions shall inure to the

benefit of and be enforceable by the Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any condominium unit, against any one violating or attempting to violate any of the terms, conditions, restrictions or provisions.

5. Nothing contained in this Declaration or the By-laws shall be deemed or construed by any unit owner, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the unit owners or any of them. Further, no provisions contained in this Declaration or the By-laws shall be deemed to create any relationship between any unit owners other than the relationship expressly created under a condominium regime, nor to confer upon a unit owner any interest in any other unit owner's condominium unit, nor to create any responsibility whatsoever on a unit owner for any debt, liability or obligation of any other unit owner.

6. If any term, condition or provisions of this Declaration is held or determined to be invalid, the validity of the remainder of this Declaration shall not be affected thereby but shall continue

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

ATTEST:

MELBA INVESTORS ATLANTIC, INC.

Norm D. Tennell
Secretary

By: Laurence W. Peters
Vice President

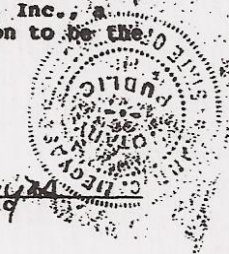


STATE OF NEW YORK, COUNTY OF New York, TO WIT:

I HEREBY CERTIFY, that on this 5th day of July 1977, before me, the subscriber, a Notary Public of the State of New York, in and for the City aforesaid, personally appeared Laurence W. Peters, Vice - President of Melba Investors Atlantic, Inc., a body corporate, and acknowledged the foregoing Declaration to be the act and deed of said body corporate.

AS WITNESS my hand and Notarial Seal.

Ann C. Megyas
Notary Public



My Commission expires:

ANN C. MEGYAS
Notary Public
Comm. Expires March 30, 1978

ANN C. MEGYAS
Notary Public, State of New York
No. 31-4640132
Qualified in New York County
Term Expires March 30, 1978