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SUPPLEMEIITilY DICLAIATIOI or

COYEIWffS, CORDITIOIS AID USTRICTIOIS

TIME SHARING OWNERSHIP - BAY CLUB CONDOMINIUM

THIS DECLARATION, made this 19th of December, 1984, by OZ Enterprises, Inc., hereinafter and in the Exhibits hereto sometimes called the ''Dec larant":

WHEREAS, the Declarant is the owner in fee simple of certain land and premises located in the County of Worcester, State of Maryland, more particularly described as follows:

Sixty condoainium units in a plan of condominium subdivision styled "Bay Club Condominiu■" as the **same** is more particularly described and identified on a condominium plat recorded in Condominium Plat Book WCL beginning at Plat among the Land Records of Worcester County, and pre­

mises declared to be subject to a condominium regime by a certain Declaration dated the \_(\_[\_ da-' of *'Jx:,c..r-8er,* l98 and recorded the di *r* day of*?x.u,t<-'6G<-* . 19 , in Liber WCL Number at folio

among the aforesaid Land Records; and

WHEREAS the Declarant desires and intends, by the execution and recordation hereof to divide each and every condominiua unit into time intervals and to establish a c011110n plan for the use and enjoyment of the condominium units and of the interests and duties appurtenant thereto;

WITNESSETH:

NOV, THEREFORE, the Declarant hereby declares that the condominiu■ units hereinabove described, together with all interests and duties appurtenant thereto, shall be held, conveyed, divided or subdivided, leased, occupied, i■proved, hypothecated and encumbered subject to the covenants, restrictions, uses, li■itations, obligations, easnaents, conditions, equitable servitudes, charges and liens (hereinafter someti■es collectively referred to as the "covenants, conditions, and restrictions") hereinafter set forth, all of which are declared to be in aid of **a** coBDon plan for the improvement of the condomin­ iu■ unit• and for the purpose of enhancing the value thereof and shall be deemed to run **with** and bind the land, and shall inure t the benefit of and be enforceable by any person acquiring or owning any interest in the condominium unit including, without limitation, any person who acquires or owns such an interest solely as aecurity for the pa,-ent of a debt or the performance of an obligation.

ARTICLE I

1. Definitions. Unless the context shall plainly require otherwise, the following vords and expressions, when used in this Declaration and any and all Exhibits hereto, shall have the following **aeanings:**
   1. "Condoainiu■" or "the condo■iniu■ project" means Bay Club Condo■iniu■ aa hereinabove identified;

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* 1. "condo::iiniun unit" or "prenises" r.eans the individual condo: iniun units hich are the subject atter of this Declaration, to ether with all interests and duties appurtenant thereto;
  2. "tine interval" neans an estate for years in the condo: iniurl unit for an annually recurring part or parts of the calendar year core particularly described and identified in Article II of this Declaration, which estate 1s to be succeeded by a succession of other estates, in consecutive chrono­ logical order, each of which :'.la)' be sepa ately o ed, and shall include, without lioitation, a renainder over, in fee si ple absolute, as a tenant 1n corr.on vith others, in a l/52n<l interest in the condoniniu:, unit upon ter□ination of this Declaration;
  3. "ovner" ::ieans any person l.'!10 holds legal title to a tic1e interval in a condo□iniu□ unit; provided, however, that any person who holds such interest shall not be considered an ovner b'i' reason only of such interest;

(e} 1101.11ers" shall r ean all of the ovners of ell of the ti:::e intervals 1n the condoniniuu units;

1. "person" shall have the sa:,e r:ieaning as the *\10rc* is defined to have 1n Title 11, Real Property Arti le, Sect:0n 1-101 (j), Annotated Code of

)!aryland (1981 Repl. Vol.) and shall include, \-.'ithout li::1itation, the Declarant and the Council of Unit o,mers of Bay Club CondorainiuLl, Inc.;

1. "Council" neans the Council of Unit l);,11ers of Bay Club Condo;:iiniu::i, 1nc., a corporation or5anized and existin3 under the laws of the State of

)!aryland;

1. "Declaration" ;:ieans this !)eclaration as the saL,e ::iay be fro:1 ti.:ie to tioe acended, and the Condo;:iiniuc neclaration r corded on the day of

and recorded on the day of , }C)R\_, in Liber '.:CL

:lu::1ber at folio a:-:ong the Land Records of '.!orcester County, '!aryland, and the Exhibits thereto, as the sa e cay be fron ti;:ie to ti;:ie a□ended; and

1. ")·lanager" sha!l r::ean the person f:-o::: ti: e to ti.ce sele::ted by the o•.mers to wanage the condo:iiniun unit in accordance ;:ith th£ provisions and require:::ents of this Declaration.
2. Other Definitions - Construction. Unless the context shall plainly require otherliise, all other •,mrds and expressions used herein s:iall have the sa:;e r.ieaning as they are defined to have in:
   1. the Condo;:iiniu Declaration; or
   2. the Condo□iniu Act; or
   3. Title 11, Real Property Article, AnnotateC: Co e of :'.aryland 0931 Repl.

Vo1.); and

in the event of any conflict in the definition of any ord or expression, the aforeoentioned instruwcnts and laws shall control the construction and interpre­ tation of this Declaration in the order stated in this Section 2.

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ARTICLE II

* + 1. Division into **Time** Intervals. The Declarant does hereby divide each and every condominiua unit contained in the Bay Club Condominium. respectively numbered 1011 102. 1031 1041 1051 1061 1071 1081 1091 1101 111, 112, 2011 202,

203, 204, 205, 206. 207, 208, 209. 210. 211. 212. 301. 302. 303. 304, 305. 306,

307, 308, 309, 310, 311, 312, 401, 402, 403, 404, 405, 406, 407. 408. 409, 410.

411, 412, 501. 5021 5031 5041 505, 506. 507. 5081 509. 510. 511 and 512. each

into the following **time** intervals:

**Time** interval Number l consisting of the seven (7) succeeding days commencing at 12:00 noon on the first Friday of each successive year;

Time interval Number 2 consisting of the seven (7) succeeding days comencing at 12:00 noon on the second Friday of each successive year;

**Time** interval Number 3 consisting of the seven (7) succeeding days commencing at 12:00 noon on the third Friday of each successive year;

**Time** interval Number 4 consisting of the seven (7) succeeding days coimaeocing at 12:00 noon on the fourth Friday of each successive year;

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Time interval Number 5 consisting of the seven (7) succeeding days commencing at 12:00 noon on the fifth Friday of each successive year;

Time interval Number 6 consisting of the seven (7) succeeding days commencing at 12:00 noon on the sixth Friday of each successive year;

Time interval Number 7 consisting of the seven (7) succeeding days coamencing at 12:00 noon on the seventh Friday of each successive year;

Time interval Hu■ber 8 consisting of the seven (7) succeeding days comiencing at 12:00 noon on the eighth Friday of each successive year;

Time interval Humber 9 consisting of the seven (7) succeeding days co111111encing at 12:00 noon oo the ninth Friday of each successive year;

Tiae interval Humber 10 consisting of the seven (7) succeeding days co11111encing at 12:00 noon oo the tenth Friday of each successive year;

Tise interval Number 11 con isting of the seven (7) succeeding days co111111Encing at 12:00 noon on the eleventh Friday of each sucessive year;

Ti■e interval Humber 12 consisting of the seven (7) succeeding days commencing at 12:00 noon on the twelfth Friday of each successive year;

Time interval Humber 13 consisting of the seven (7) succeeding days coamencing at 12:00 noon on the thirteenth Friday of each successive year;

Time interval Hu■ber 14 consisting of the seven (7) succeeding days coamencing at 12:00 noon on the fourteenth Friday of each successive year;

Time interval Hu■her 15 consisting of the seven (7) succeeding days co-encing at 12:00 noon on the fifteenth Friday of each successive year;

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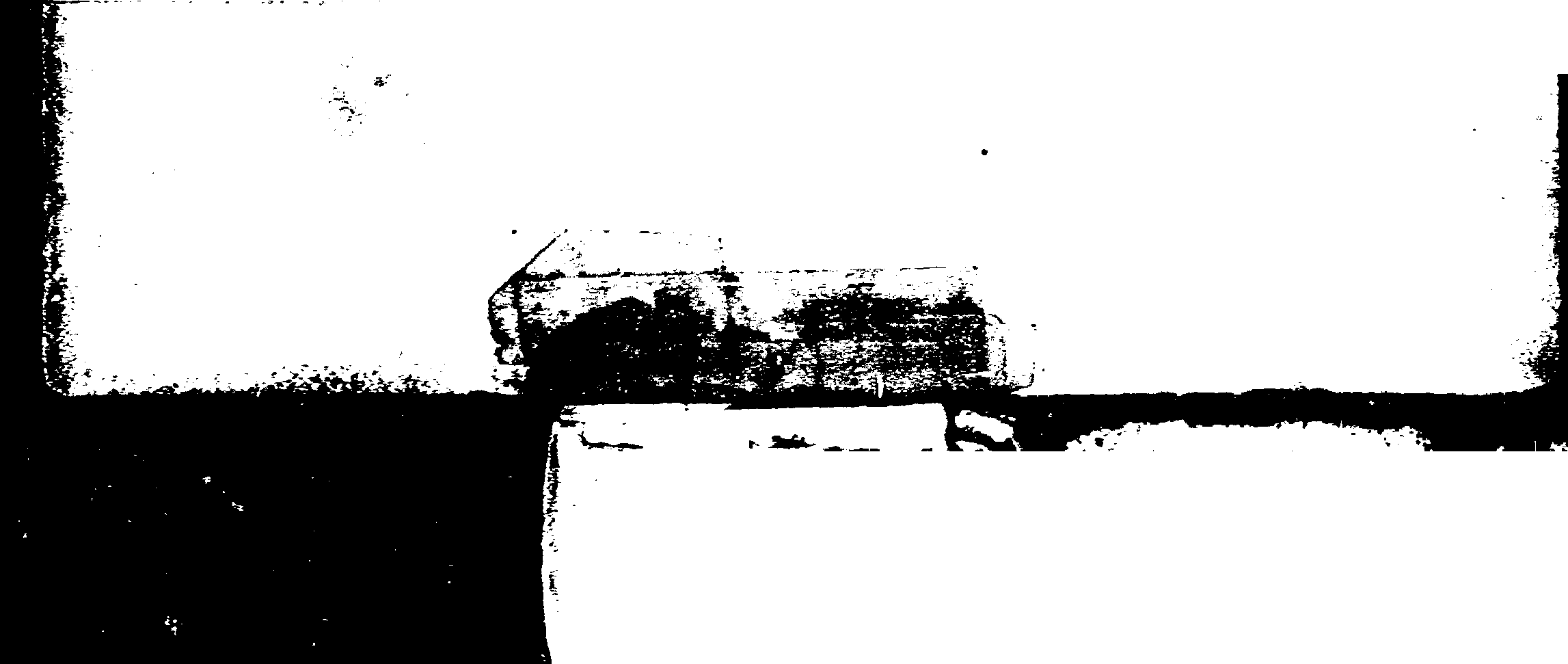
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Tine interval u, er 16 consistinl of the seven (7) succeedin days cor.n::encin.:; at 12:00 noon on the sixteenth Friday of each successive year;

Ti e interval u !•er 17 consisting of the seven (7) succeeding days

con encing at 12:00 noon on the seventeenth Friday of each successive year;

Tir.:e interval !:u:1ber 18 consistini of the seven (7) succeeding days co: encing at 12:00 noon on the eighteenth Friday of each succ<'ssive ye,1r;

Ti:!le interval Nun't>er 19 consisting of the seven (7) succeeding days cor.:. encing at 12:00 noon on the nineteenth Friday of each successive year;

Ti□e interval :·unber 20 consistini:; of the seven (7) succeedin days cori'.encing at 12:00 noon on the tventieth Friday of each successive year;

Ti e interval 9ucber 21 consisting of the seven {7) succeeding days co:nr:1encing at 12:00 noon on the t,,:enty-first Frid.:1y of each successive year;

Tice interval Nu ber 22 consisting of the seven (7) succeeding days

co:!!. encing at 12:00 noon on the twenty-second Friday of each successive year;

Ti e interval Nu ber 23 consisting of the seven (7) succeeding days co:.1wencing at 12:00 noon on the t1.enty-third Friday of each successive year;

Tirae interval uober 24 consisting of the seven (7) succeeding days

cor-...:1encing at 12:00 noon on the t·..enty-fourth Friday of each successive year;

Tioe interva 1 1,uober 25 consisting of the seven ( 7) sueceed ins; days

co::.--:iencing at 12:00 noon on the twenty-fifth Friday of each successive year;

Ti;:ie interval '.:u::iber 26 consisting cf the seven (7) succeeding days co=encing at 12:00 noon on the t.enty-sixth Friday of each successive year;

Ti□e interval ,:umber 27 consisting of the seven (7) succeeding days co=encing at 12:00 noon on t e t enty-seventh Friday of eac successive year;

Ti::ie interval !:u::iber :'.8 consisting of the seven (7) succeeding days cor.:::encing at 12:00 noon on the t1o;enty-ei'.;hth Friday of each successive year;

Tice interval ::u::i't>er 29 consistin ; of the seven {7) succeedin days co=encing at 12:00 noon on the tventy-ninth Friday of each successive year;

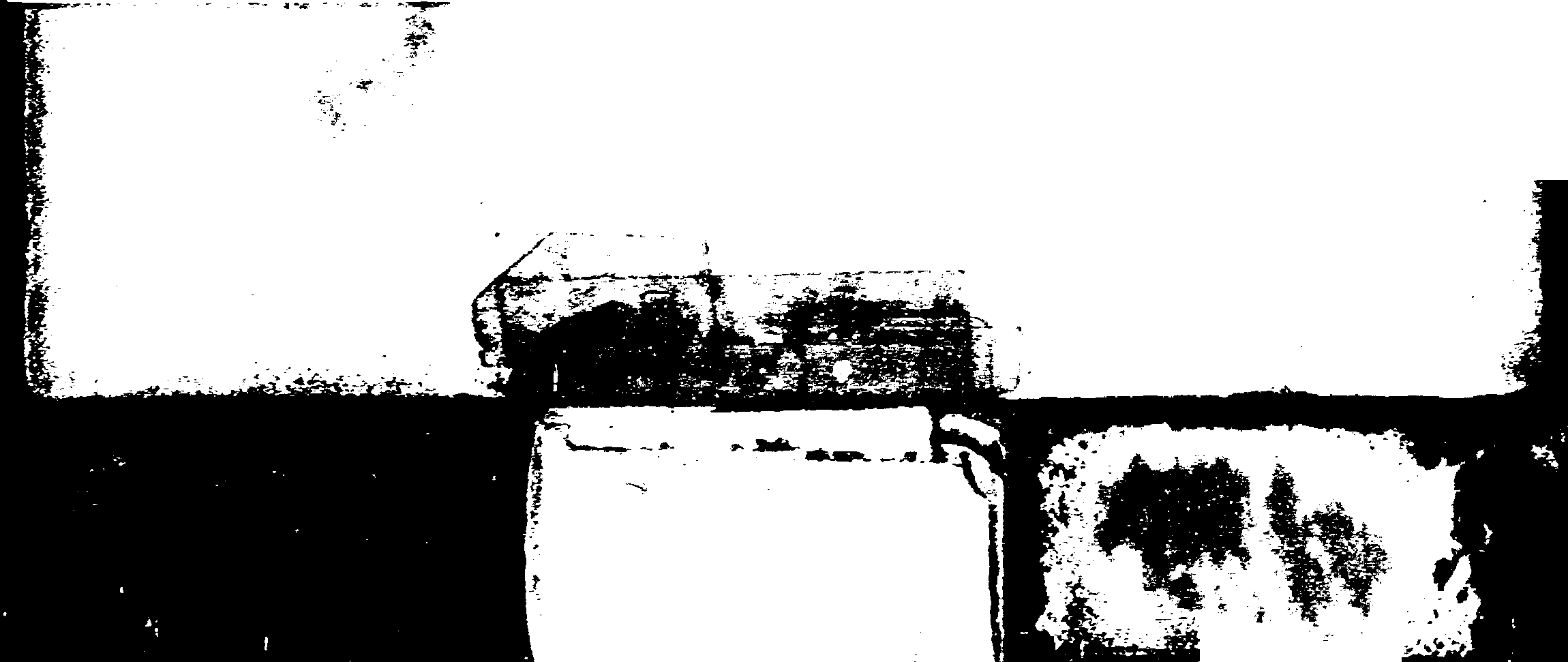
Tine interval u ber 30 consisting of the seven (7) succeeding days co=encing at 12:00 noon on the thirtieth Friday of each successive year;

TiPe interval u□ber 31 consisting of the sevec (7) succeeding days co=encing at 12:00 noon on the thirty-first Friday of each successive year;

Tice interval ,;u;;iber 32 consisting of the seven (7) &uccecding days co=iencing at 12:00 noon on the thirty-second Friday of each successive year;

Tice interval Nucber 33 consisting of the seven (7) succeeding days co=encing **at** 12:0::J noon on the thirty-third Friday of each successive year;

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Tine interval ::u -1ber 34 consistin1; of tlH' seven (7) succeeding days conrr:encing at 12:00 noon on the thirty-fourth Friday of each successive year;

Tine interval Nu□ber 35 consisting of the seven (7) succeeding days co=encing at 12:00 noon on the thirty-fifth Friday of each successive year;

Tine interval Number 36 consisting of the seven (7) succeeding days co::i;:iencing at 12:00 noon on the thirty-sixth Friday of each successive year;

Tir.1e interval !lu□ber 37 consistinr, of the seven (7) succeeding days corn::encing at 12:00 noon on the thirty-seventh Friday of each successive year;

Tine interval liunber 38 consist in of the seven ( 7) succeeding days

co::i.-:iencing at 12:00 noon on the thirty-eighth Friday of each successive year;

Time interval unber 39 consisting of the seven (7) succeeding days commencing at 12:00 noon on the thirty-ninth Friday of each successive year;

Ti.:1e interval liunber 40 consisting of the seven (7) succeedin?, days co:cnencing at 12:00 noon on the fortieth Friday of each successive year;

Time interval Nunber 41 consisting of the seven (7) succeeding days co=encing at 12:00 noon on the forty-first Friday *oi* each successive year;

Tir:e interval Nu.:iber '•2 consist in,: of the seven (7) succeeding days co:::u-aencing at 12:00 noon on the forty-second Friday of each successive year;

Tine interval ::unber 43 consist in6 of the seven (7) succeeding days cor.1u1encing at 12:00 noon on t:ie forty-third Friday of each successive year;

Ti:::e interval 1:u1-1ber 41} consisting of the seven ( 7) succeeding days com;;;encing at 12:00 noon on the forty-fourth Friday of each successive year;

Ti!'.le interval !:unber 1,5 consistin;; of the seven {7) succeeding duys col:' 1encing at 12:00 noon on the forty-fifth Friday of each successive year;

Ti□e interval '.:unber 46 con isting of the seven (7) succeeding days co=encing at 12:00 noon on the forty-sixth Friday of each successive year;

Time interval Nu□ber 47 consisting of the seven (7) succeeding days cor.irencing at 12:00 noon on the forty-:;eventh Friday of each successive year;

Tice interval u ber 48 consisting of the seven (7) succeeding days co.:r,encing at 12:00 noon on the forty-eighth :riday of each succes ive year;

Tine interval unber 49 consisting of tte seven (7) succeedin days co=encing at 12:00 noon on the forty-ninth Friday of each successive year;

Tine interval '.lu;;:ber 50 consisting of the seven (;) :::ucceedini days co=encing at 12:00 noon on the fiftieth Friday of each successive year;

Ti□e interval uober Si consistin of the seven (7) succeeding days co=encing at 12:00 noon on the fifty-first Friday of each successive year; and

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Ti■e interval Number 52 consistiag of the seven (7) succeeding days coaaencing at 12:00 noon on the fifty-second Friday of each successive year and ending at the comencement of time interval Number l in the next succeeding year.

Each of the above describ **tiae** intervals, being **tiae** intervals 1 through 52 shall also consist of and include, each with the other, a remainder over, in fee simple absolute, **as a** tenant in common with others in a l/52nd interest in the condominium unit in which it is created upon termination of this Declara­ tion.

* + 1. Exclusive Right to Occupancy. Each time interval shall include the exclu­ sive right to occupancy of the condominium unit and to the use and enjoyment of the interests and privileges appurtenant thereto, during the period or periods described in the tiae interval, which right shall be vested in the owner of the **time** interval to the exclusion of the other ovners for that period or periods and shall be subject only to the covenants, conditions and restrictions set forth in this Declaration and the Condominium Declaration.
    2. Status of **Time** Intervals. Each **tiae** interval shall be a separate estate in real property and shall have all of the incidents of real property and shall be wholly separate and distinct from all other **time** intervals in the condominium unit and shall not be considered a tenancy in common, a concurrent individual or undivided interest or other type of co-tenancy; provided, however, that any time interval aay be held or owned by more than one person as joint tenants, tenants in co1m0n, tenants by the entirety or in any other real property tenancy rela­ tionship recognized under the **lava** of the State of Maryland. Any time interval may be separately and iodivdually conveyed, leased, mortgaged and otherwise encumbered, inherited and devised by Will or intestate distribution.
    3. Presumption Against Merger - Intention of Declarant. The acquisition of a ti■e interval by any person shall not merge the estate for years with the re■ainder interest in the condominiua unit and each shall continue as separate and distinct estates until the Declaration terminates.
    4. Descriotioo of Tiae Intervals. A description in any deed or other instrument affecting title to any time interval vhich:

**(a}** ■**akes** reference to the identifying number or letter hereinabove assigned to the Ti■e Interval; and

(b} incorporates the provisions of this Declaration by reference to the place vhere it is recorded **among** the Land Records for Worcester County,

Maryland; and

(c} describes the condoainiu■ unit by reference to the letter or nuaber or other appropriate designation on the Condo■ioium Plat together vith a reference to the Coodomioiu■ Plat;

shall be a good and sufficient description of the Time Interval for all purposes.

* + 1. Covenant Against Further Subdivision. No owner of a time interval shall grant, sell, convey, bypothecate, mortgage or otherwise encumber less than all of the ti■e interval and any such grant, sale, conveyance, hypothecation,

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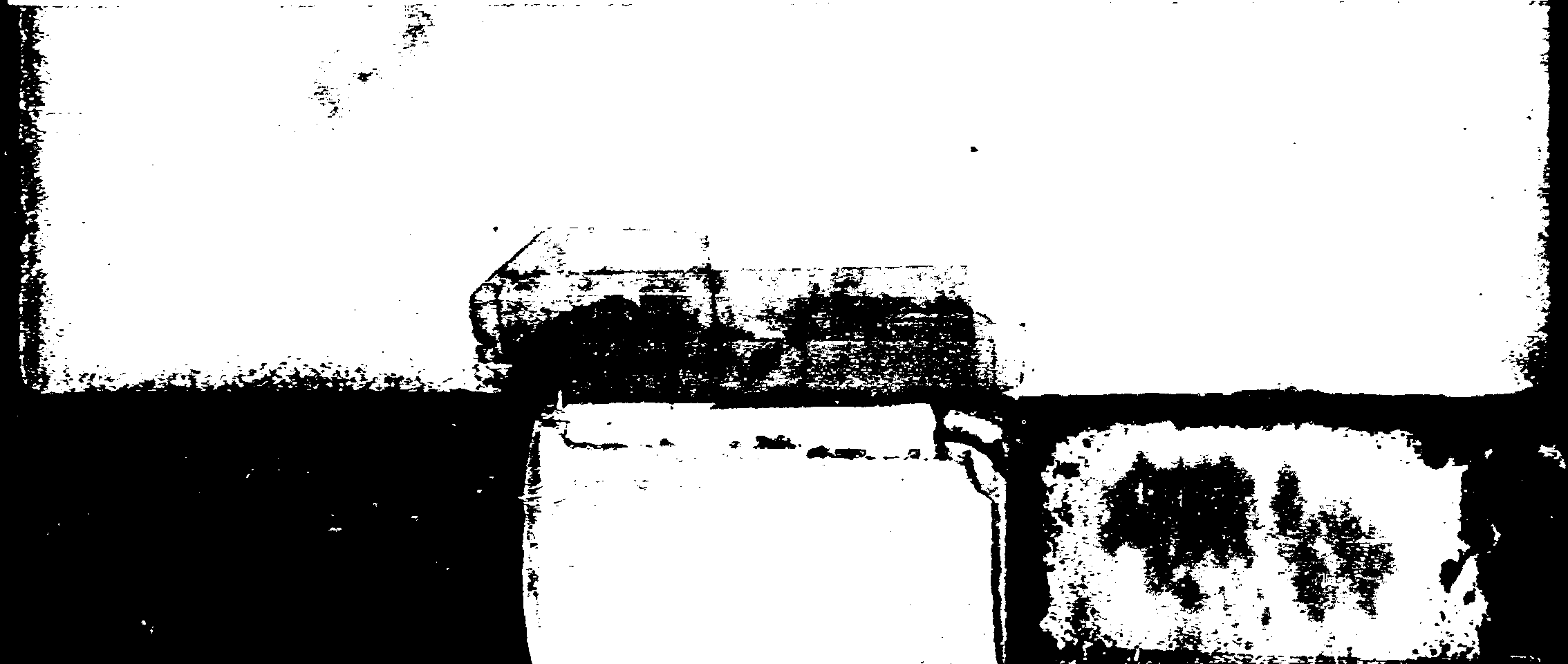
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nort3a3e or encu□brance of less than all of the tine interval shall be void; provided, however, that the foregoing shall not be construed to prohibit the leasing of less than all of the tine interval.

* + 1. Covenant A?.ainst Encumbrances. *no* olJller of a tir:-.e interval shall atte .:pt to grant, convey, hypothecate, mortgage or otherwise encumber in any manner vhatsoever any interest in the condoniniuu unit other than his tim interval and any such grant, conveyance, hypothccation, nortgage or encunbrance shall be void.
    2. Covenant Against Partition. !lo ow-ner of a ti::ie interval or any other person shall bring any action for partition of the condominium unit or for sale of the condominium unit in lieu of partition; provided, houever, that the fo egoing shall not be construed to prohibit an action for partition of a tiwe interval or for the sale of a tine interval in lieu of partition.

ARTICLE III

l. Tine of Occupancy - Tine to Vacate. Any other provision of this Declara­ tion to the contrary notvithstanding, and for purposes related to the ordinary maintenance and repair of the condo□iniuo unit by the l'.anager, no ovner of a ti□e interval shall occupy or attenpt to take possession of the condo iniun unit, or other ise exercise any of the privileges appurtenant thereto, prior to 5:00 o'clock p.n. on the first day of any of the parts of his ti e interval.

1. Control - Right to Possession - Liquidated Danages. No ovner of a tine interval shall occupy the condoniniun unit, or suffer or pernit any other person to occupy the sar.e, or othervise exercise or attenpt to exercise any doainion or control over the condominiu□ unit or any of the privileges appurtenant thereto during any other tine interval except with the specific consent in writing of the owner of the other tit1e interval. No o mer of a ti□e interval shall occupy the condor:,iniun unit, or suffer or percit any other person to occupy tl:e sa::-ie, or otherwise exercise or attenpt to exercise any do inion or control over the condo□iniua unit or any of the privileges appurtenant thereto prior to 5:00 o'clock p.n. on the first day of any of the parts of his t ir:e interval except **with** the specific consent in .\_-riting of the !!anager. In the event any owner of a tiwe interval shall occupy the condowini11□ unit, or suffer or pernit any other person to occupy the sa e, or otherwise exercise or attecpt to exercise any doninion or control over the condooiniun unit or any of the privileges appur­ tenant thereto in violation of the provisions of this Declaration, then the owner of the condo iniun unit or the !'.anager, or both, as the circu,1stances :1ay require, shail have a cause of action against the owner who has violated or peraitted the violation of this Declaration for dacages (which shall not be construed as a penalty) in a liquidated a□ount e ual to SS0.00 tines the nucber of hours or parts of hours that the violation continued; or, in the alternative, the owner of the tir.;e interval then entitled to posse:ssion of the condot::iniun unit or the Hanager, or both, as the circuostances ::iay require shall be entitled to such other recedies, at law or in equity, as cay be available under the circumstances.
2. Condition of Condo iniu Unit. Each O\l[ler of a ti e interval shall keep and

::iaintain the condominium unit in gcod condition and repair, and in a clean and sanitary condition, during his til'le interval. No o.\_'tler of a tine interval shall corr.iit waste, or suffer or perr:iit any other person to co::1::iit Yaste upon the

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condo□iniur-unit, uring his tire interval. Each owner shall vacate the condominium unit at the tine provided for in this Declaration and shall remove all belongings, clothing, fo0dstuffs, and personal possessions froa the condominium unit at the sace tiae. All cooking utensils, china, tableware, glassYare and the like shall be cleaned and stored in an orderly way and the condo iniu unit shall be securely locked and all appliances, with the exccpt on of the furnac<', sha 11 be left in the "off" posit ion. The thermostat sha11 be left at 55 degrees Fahrenheit during the winter onths.

1. Li itation of Liability. Neither the o,mer of any tine interval nor the Manager shall have any liability whatsoever to the ovner of any other tine interval for loss or danage, by theft or otherYise, of any articles of personal property belonging to the owner of any tine interval which are not re□oved from the condo□inium unit by 12:00 o'clock noon on the last day of any part of his time interval. Any and all such personal property shall be presumed to be abandoned property.
2. Danage Caused by Ovner. Each O\ITler of a ti e interval shall indennify and forever hold the other OY'ners of tine intervals in the condominium unit free and harmless for any and all loss or expense incurred as a result of da age caused to the condowiniu□ unit by the act or neglect of the owner.
3. l proveoents and Alterations. Except in cases of bona fide e er ency involving nanifest danger to life, safety of property or the interruption of essential services to the condo::iiniun unit, no O1.-ner of any tine interval in the condominiununit shall make any additions, alterations, repairs, replace;nents or improve.-ient·; to the condo::iinim, unit nor sha11 any such owner in any way decorate or redecorate the condoniniu::i unit, except **with** the p ior written consent of the oY'Oers of the other ti.!le interv.ils in the condo□iniun unit and the :'-!anager.

ART1CL'F. TV

I. The l!anager. The owne;s of the t ice interva Is sha 11 enploy a nanage1 en t agent, a nanage::ient fir::i or □anager ( the "!fanager") at a rate of co::ipensat ion established by the ollTlers and the '.anazer to perforn such duties and to provide such services as the owners shall fro:n tine to tic1e authorize in writing including, without li□itation, the duties and services hereinafter enucerated, The OY'ners of the ti.ie intervals shall not undertake "self-mana ;er..ent" or otherwise fail to ewploy a n.inagenent agent, □anager nt fire o ::ianager vithout the prior written approval of all of the institutional holders of all first uortgages on the tioc intervals. Any anagenent agreeoent entered into by the owners of the tine intervals shall be in writin and shall provide, inter alia, that such agreecent y be teroinated by either party as of the day of any calendar nonth for cause upon at least ninety (90) days written notice thereof. Any other provision of this Declaration to the contracy notwithstanding, the terc of any such nanage:::ent agreeoent shall not exceed five (5) years; provided, however, that the ter:!'! of any such C18nagecent agreer;ient :-1ay be renewable for successive one (I) year periods after the expiration of the initial tern by outual agreeoent of the parties.

1. Selection of the !-'.anager. The Hanager shall be selected by the vote or written consent of a ::iajority of the o ers of all tine intervals in all condooinium units in the condooinium project which have been sub itted to a plan

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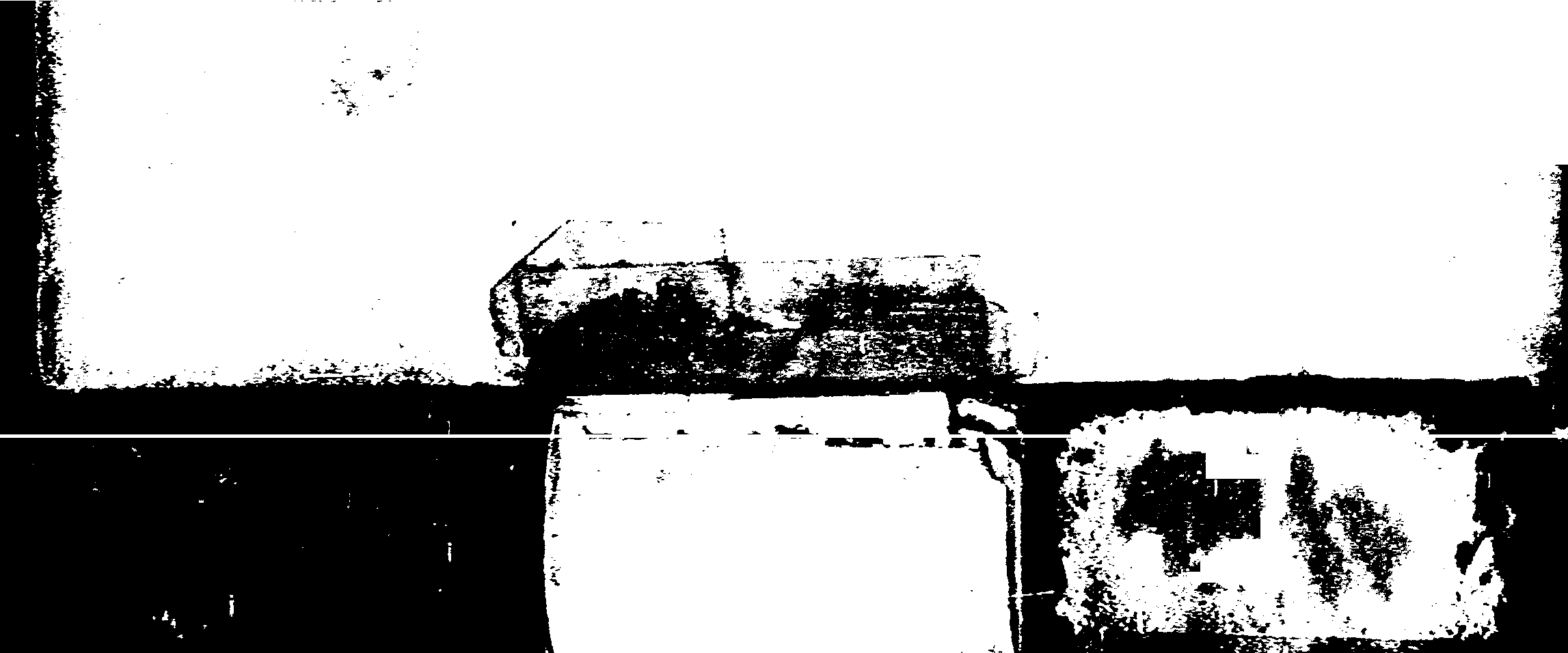
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of tiae sharing 01o'Ilership and such selection, conducted as aforesaid, shall be conclusive and binding upon the ovners of all of the tine intervals in all of the condominiu□ units in the condo□iniuQ project hich have been sub ittcd to a plan of tice sharing ovnershir.

1. Dec larant lay Serve as Hanager. :othing contained in this Declaration sha 11 be construed in any way to prohibit the past or prese t e□ployee or agent of the Dec l.:1rant fron serving as the !tanager.
2. Duties and Responsibilities of :anag,er. The :anager shall have such duties and responsiblitie5, and shall be required to perforo such services, as the
3. ers shall from time to time delegate in writing with the consent of the lanager including, without lioitation, the follo\.ing:
   1. frot! funds collected by the '.anager fro"i:\ the owners of the time intervals, in its ovn nace, or in the nane cf the o.ners of the ti□e intervals, hire, investigate, pay, supervise and discharge the ?ersonnel necessary to be employed in order to properly ::iaintain and operate the condoniniua unit; and

{b) coordinate, to the extent practicable and possible, the plans of t'.1e o- ers of the tioe intervals for I:!oving their personal effects into the condoQinium unit or out of it; and

1. naintain businesslike relations **with** the owners of the ti e intervals and oake reasonable efforts to secure full, prompt and conplete performance by the owners of the tiGe intervals of all items of oaintenance and repair for which they are or becone individually responsible; and
2. exercise reasonable efforts to collect all assessnents and charges due fror: the owners of tbe tiae intervals and periodically advise the o•,mers of the Ti e Intervals in writing of all delinquent accounts; and

Ce) cause the condo iniu unit to be aintained according to standards reasonably acceptable to the o- ers of the tine intervals and at a level and in a manner consistent with the plan of operation annually adopted by the O\itlers of the tioe intervals including, without li□itation, the cleaning, periodic repainting and redecorating and other unusual uaintenance of the condoninium unit; and

1. fron funds collected by the tanager fro::i the owners of the tii:ie intervals, pay all taxes and assess::ients on the condo inium unit including, without limitation, all ad valoren real estate taxes an<l all regular and special conoon expense assesscents levied by the Council pursuant to the Condoroiniun Declaration, and dischar0e or contest liens affecting the

condo iniun unit; and

1. fro□ funds collected by the Manager fron the owners of the tine intervals, pay for all utilities separately r.etered to the condo iniu units and acquire and pay for all naterials, supplies, furniture and labor necessary in connection **with** the orderly □aintenance and operation of the condooiniua unit; and
2. :!l.'.lintain a conprehensive syste of office records, books and accounts 1n a wanner consistent **with** custooary and reasonable husiness practices,

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cm,sistently applied, whic records shall be subject to exa:::iination by the O\lllers of the tine intervals, their duly authorized agents and e ?loyees, at all reasonable business hcurs and after reasonable notice; and

1. at least sixty (60) days before the beginning of each ncv fiscal year, prepare an estimated budget for the r.iaintenance and operation of the condoainiuc unit for the next fiscal year, setting forth an ite□ized statenent of anticipated receipts and disbursecents for the next fiscal year including appropriate reserve requirecents, which budget, vhen approved by the O•'11ers of the tine intervals, shall serve as the supporting docunent for the plan of operation and oaintenance of the condominiu□ unit for the next fiscal year and for the schedule of assessnents and charges to be levied against the ovners of the tiae intervals during the next fiscal year; and
2. fro□ funds collected by the Hanager fro□ the owners of the ti:::ie intervals, obtain and pay for all legal and acounting services necessasry or appropriate for the efficient operation of the condoniniun unit, the enforceaent of the terr.sand provisions of this Declaration and the discharge of the duties and responsiblities of the nanager; and
3. adopt, pronulgate and nake reasonable efforts to enforce such reasonable rules and regulations relating to the u e, enjoyment and possession of the condoI:1inium. •Jnit by the O•"Ilers of the tine intervals as □ay froo t ice to tine be considered appropriate for the efficient operation of the condo□in­ iuo unit and the discharge of the duties and responsibilities of the Hanager.
4. Access - Keys. The Manager shall be supplied vith keys to the condociniun unit and shall have a non-exclusive ease ent, at all tines, for access to the condoainiu□ unit and its appurtenances for all purposes reasonably related to the discharge of the duties and responsibilities of the Panager and for the efficient operation of the condoniniu□ unit.
5. Deposit of Funds. The 1-'.anage::- shall establish and naintain, in a bank whose deposits are insured by the Federal Jeposit Insurance Corporation, and in a

=nner to indicate the custodial nature thereof, a bank account or accounts for the deposit of funds collected fro the ownc::-s of the ti□e intervals with authority to draw thereon for any payc::ents to be ::iade by the '.anager in connec­ tion with the discharge of the duties and responsibilities of the anager and the efficient operation of the concoainiua unit. Any and all accounts estab­ lished or caintained by the !!anager for the benefit of the o.'Ilers of the tit:!e intervals nay be examined by the ovners of the tice intervals, their duly authorized agents and eoployees, at all reasonable hours and after reasonable notice. The ovners of the tioe intervals shall have the right to cause an audit of such account or accounts at their o 'Il expense at any ti e upon reasonable notice to the anager.

1. Comingling of Funds. The Manager shall have the authority to co=ingle funds collected fro□ the owners of the ti:::e intervals in the condo::iiniu::i unit with funds collected by the Manager fro the o ers of the tir.e intervals in other condoniniua units in the condoniniu project which have been subaitted to a plan of tice sharing ownership and, in aid of the efficient and consistent oaintenance and operation of the condooiniua unit and the other condo"'iniun units in the condoainiua project which have been subaitted to a plan of tice sharing ownership and for purposes related to the efficient and consistent

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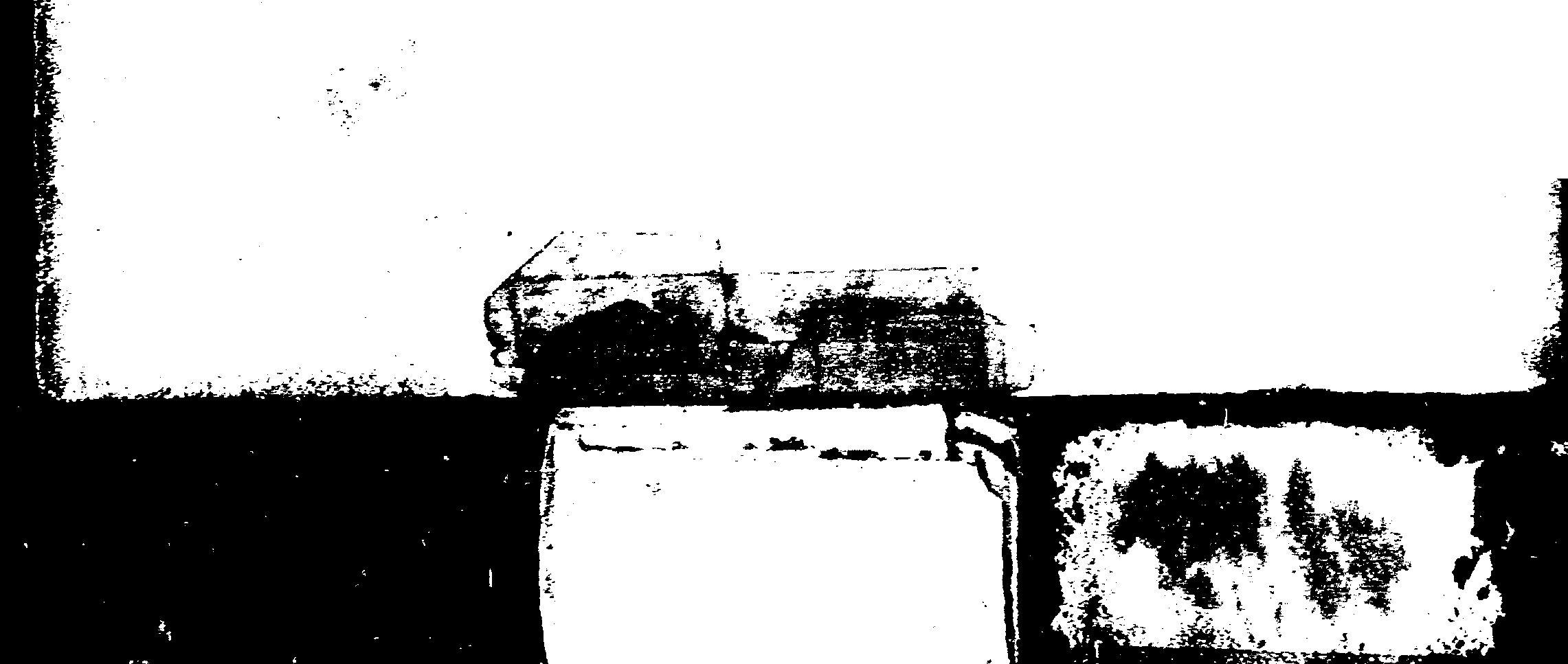
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discharge of the duties and responsibilities of the !lanager, such fund shall be considered as 11 cornon fund and the Hanagcr sh:ill have the right to cause disbursements to be cade fro□ such fund for purposes related to the maintenance and operation *of* any of the condociniu units in the condo iiu project hich have been submitted to a plan of tine sharing o,mership.

1. Advances by !lanager. The }:anager shall not t.e obligated to oake any advance to or for the account of th:; owners of the tir::e ir,tervals, or to nake any payoent on their account, except out of funds collected by the anager fro the o.'llers of the tine intervals and fron the O•tters of tiae intervals in other condominiuc units in the condo inium porject which have been sub itted to a plan of tiL,e sharing o.-nership, nor shall the -!,mager be obligated to incur any liability or obligation for the account of the O\o/Tlers of the ti:::e intervals wihtout assurance that the necessary funds for the discharge thereof vill be procptly provided. Any other services required to be perfon:ied by the nanager shall be furnished or otherwise contracted fot by the anager at the expense of the owners of the ti e intervals and the ovners of tine intervals in other condominiun units in the condociniun project which h ve een sub itte<l to a plan of tit:\e sharing O\l"l'lership and the 11anager shall be pronptly reimbursed for all such expenses.
2. Act ion at Heet ing of Cour.c i l. In the event the fanage:::ent Agreeoent sha11 sr, provide, the l'.anager shall represent the o\Jllers of the tine intervals at all eetings of the Council of nit o ers and, on behalf of the O\lllers of the tiae intervals, the anager shall exercise the voting rights appurtenant to the condooiniuE unit at a11 such meetings. in such event, each *mmer* of a t ir.ie interval in the condo:niniu□ unit shall authorize the !anager to act for hin at any such oeeting and, for purposes related to the lawful and efficient exercise of this responsibility, each owner of a tice interval in the ccndooiniuo unit shall fro□ tine to tice execute and deliver to the Manager a proxy or other **written** authorizati n, in for required by the Council, to exercise the voting ri h s appurtenant to the con<lo iniu□ unit at all ceetings of the Council. In the event the rnanagece11t 3greeaent does not provide that the Manager shall represent the ovners of the tice intervals at all ::ieetings of the ;::01:nc: , then the owners of the tine intervals in the condouiniuo unit oay, fror:i tice to ti:::e, designate any one or :::ore of their nu.:.cer to represent the owners of the tir:.e interals zt all neetings of the Council and to cr.ercise the voting rights appurtenant to the cuudo□iniua units at all such ceetinzs.
3. Capacity - Licitation of Liability. verythinz done oy the :'.anagcr pursuant to the provisions of this Declaration or any a;reeccnt n writing between the Hanager and the owners of the tii:e intervals shall be done as agent of th

o.'lle s of the time intervais. Except for willful acts or acts aoounting to gross negligenc , and except for any award of punitive danages, the O 'llers of the tine intervals in the condo iniuo unit agree to hold and save the :lanager free and harcless for dat:1.1ges or injuries to persoris or property by reason of any cause vhatsoever either in and about the cor.do iniun project or else hcre and, subject to the sane licitations, eY.cept for willful acts o:: acts a ounting to gross negligence, and except for any award of punitive danages, the o.-ners of the tine intervals in the condooiniua unit shall reinburse the Hanagcr upon

de and for any conies which the Manager is required to pay out in connection **vith,** or as an expense in defense of, any claio, civil or criminai action, proceeding, charge or prosecution oade, instituted or ::iaintained against the

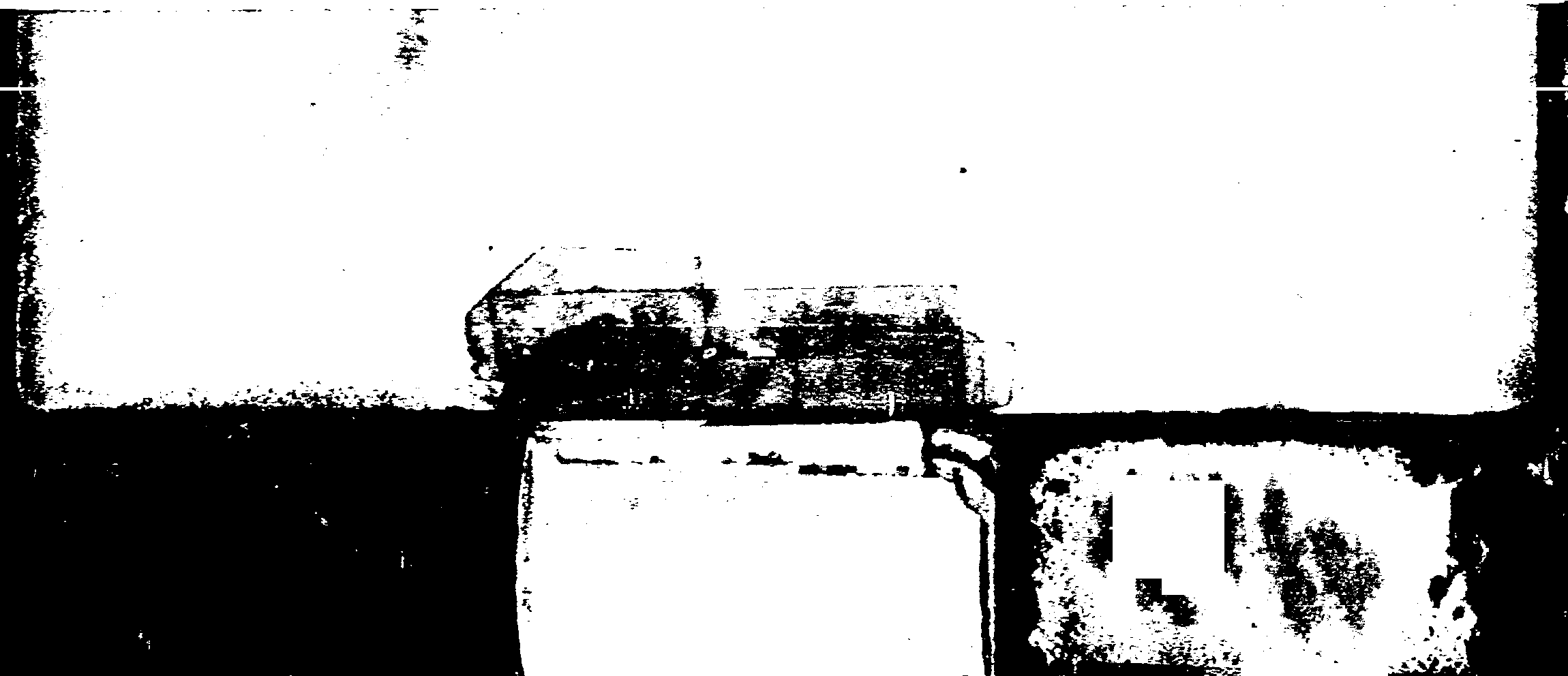
!fanager, or the 1-'.anager and the O\lt\ers of the time intervals jointly, affecting or due to the condition or use of the condoniniun unit, or acts or onissions of

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the anager or enployees of the Manager, or arising out of or based upon any law, regulation, requirer:ent, contract or a'o.ard, relating to the hiring of employees, the hours of ePployn:ent, working conditions, wages or coopensation of enployees or forcer enployees,

1. }lanage[1ent Ar,ree::1ent. Nothing contained in this Declaration sha 11 be construed as a prohibition against the enlarge□ent of the duties and responsi­ bilities of the Manager in any written agreement between the ! nager and the owners of the tice intervals and any such agreement may contain such additional and suppleaentary ten;is and provisions not inconsistent with the terms and prov1s1ons of this Declaration as may be considered necessary and appropriate by the oYners of the tine intervals and the !lanager.

ARTICLE V

1. Assess1:1ents and Charges. Each ovner of a tine interval in the condoniniuo unit shall pay to the Manager annually, or as the Hanager e1ay otherwise direct, for the use, account and benefit of the owners of all of the time intervals in the condominium unit and for the use and benefit of the O•'llers of the ti e intervals in other condoniniuo units in the condo□inium project hich have been co=iitted to a plan of time sharing ownership the following:
   1. any and all costs incurred, accrued or otherwise made necessary as a result of danage caused to the condo iniuo unit by the specific act or neglect of the owner, ordinary wear and tear excepted; and
   2. any and all other costs incurred, accrued or otherwise made necessary for services provided for the specific benefit, use or enjoynent of the owners to the exclusion of the o 'llers of the other tine i tervals in the condouinium unit; and
   3. an account equal to l/52nd of the cost or esti□ated costs of operating and □aintaining the condooiniuQ unit, including, without linitation:
      1. all taxes and other public charges affecting the condoniniuo unit; and
      2. all regular anl special co=on expense assess-.ients levied by the Council pursuant to the Condociniua Declaration; and
      3. the cost of all utilities separately oetered to the condo iniu□ unit; and
      4. the cost of funding all reserves established by the o\/Ilers of the tine intervals, including, vithout li itaticn, a general operating reserve and a reserve for replaceoents and redecorating; and
      5. the anount of annual dues required for nenbership in Intervals International, Inc. (herein called "I.I.") in the event that the o-.mers of the ti e intervals elect to participate in the voluntary reciprocal exchange progra□ sponsored by I.I.; and
      6. the cost of any and all casualty, public liability or other insurance placed on the condo iniuc unit to the P.xtent such costs are not included in co=on expense assess ents levied by the Council of Unit Owners; and
      7. the co.:ipensat ion of the :fanager and other costs for which the anager is entitled to reiobursenent; and
      8. the cost of the repair or reconstruction of the condoniniuo unit in the event of danage or destruction by a casualty r,ot covered by

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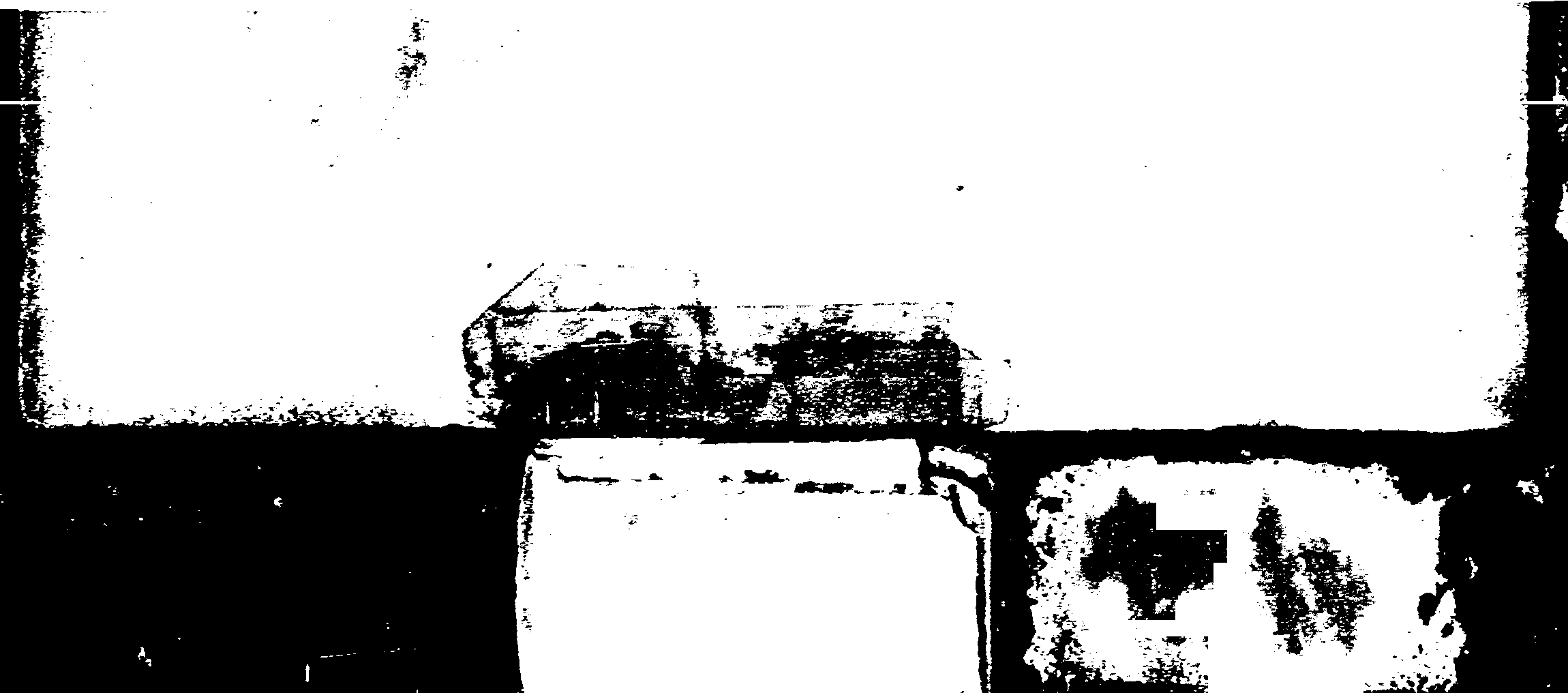
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insurance or for which the proceeds of insurance are not sufficient, but only if the Council of Unit Owners elects to repair or reconstruct; and

* + 1. any and all other costs incident to he efficient rcaintenance and operation of the condocinium unit.

1. Furniture and Furnishings. Any and all furniture and furnishings within the condo□iniu□ unit and available or intended to be available for the owners of the tir:'.e intervals during the periods -when such oimers are entitled to the exclusive use and enjoyrr.ent of the con<loniniun unit shall be considered as a part of the condo□iniua unit for all purposes.
2. Decisions by O\*"ners. Except in cases where the terns and provisions of this Declaration or the Condooiniu::i Declaration specifically require a larger aajority, all decisions and resolutions froo tine to tir:,e required to be oade by the owners of the time intervals jhall be nade by a simple jority of the o,mers of the tine intervals and for all such purposes the decision and resolution of a sicple najority of the owners of the tir:e intervals shall control and bind the owners of all of the tine intervals in the condooinium unit.
3. lon-Paycent of Assessoents and Charges. Any assess::ients or charges levied pursuant to this Declaration and any installr::ents thereof which are not paid on the date -.,hen they are dee lared by the '.'.anager to be due shal 1 be delinquent and shall entitle the Manager or the ovner of any tine interval in the condo iniuc unit, for the use, account and benefit of the o;.rners of all of the til'.!e inter­ vals in the condo□iniu□ unit, to a cause of action and claio and to an equitable lien on the ti e interval in the acount of such assesscents together **with** interest thereon and the actual costs of collection thereof, and shall entitle the !anager or the ovner of any time interval in the condociniuo unit, for the use, account and benefit of the owners of all of the tice intervals in the condo□iniua unit, to bring an action at law against the o Tier personally obligated to pay the sace. The pnsonal obligation of the owner of a tice interval to pay any assess□ents or charges levied pursuant to this Declaration shall bind the tine interval against Yhich such ssesscent or char;e is levied in the hands of the 01,mer of such t ir:!e interval, his heirs, devisecs, personal representatives, successors and assigns. The personal obligation of the owner of the time interval to pay the assess□ent or charge shall recain his persor.al obligation for the statutory period and a suit to recover a coney judgcent for the non-pay□ent of any assessoent or charge levied pursuant to this Declaration nay be □aintained without foreclosing or waiving any other rights established 1n this Declaration for the benefit of the ovners of the other tine intervals in the condominiua unit.

In the event any proceeding for the collection of any assesscent or charge levied pursuant to this Declaration is cou:Jenced ith respect to any tice interval in the condoniniu□ unit, then the ow-ner of such tice interval nay be iu.::ediately re uired to pay a reasonable rental for the continu d use and enjoy.;ient of the tiue interval and the party or parties co u-iencing such proceeding shall be ir.nediately entitled to the appointcent of a receiver to collect the sane.

1. Estoppel Certificates. The ranager shall, upon decand, furnish to the o -ner of any tine interval liable for any assesscent levied pursuant to this Declara­ tion, and to any other party legitinately interested in the sace, a certificate

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in writing executed by sn officer or ai;ent of the !anager which shall set forth the status of said assessnent, i.e., whether any past installuents thereof renain unpaid as of a date certain. Any such certificate shall be conclusive evidence for all purposes that all asse saents levied pursuant to this Declara­ tion, and all installcents thereof, which became due prior to the date of such certificate have been paid in full. The Manager shall be entitled to charge and collect, in advance, a reasonable fee for each certificate so delivered; pro­ vided, however, that no charge shall be nade by the !anager to any institutional cortgagee of any tine interval in the condoniniuo unit vho requests such a certificate in <Jriting.

ARTICL:: VI

l. :1ortgagee. "Mortgagee", as used herein, oeans the holder of any recorded nortgage, or the party secured or beneficiary of any recorded deed of trust, encunbering one or more of the time intervals in the condooiniua unit. " !ort­ gage", as used herein, shall include deed of trust. "Fit·st Hortga;e", as used herein, shall oean a nortgage encumbering one or nore of the ti e intervals in the condoninium unit with priority over other oortgages. As used herein, the term "mortgagee" shall oean any cortgagee and shall not be lioited to institu­ tional mortgagees. As used herein, the tero "institutional mortgagee" or "institutional holder" shall include banks, industrial loan associations, trust coopanies, business trusts (including, but without lioitation, real estate investment trusts), insurance companies, nortgage insurance co panies, savings and loan associations, cutual savings banks, credit unions, pension funds, oortgage cocpanies, all corporations, all partnerships, any agency or departr-ent of the United States government or of any state or unicipal government and any other lender regularly engaged in finsncing the purchase, construction or icprovement of real estate and any assignee of a mortgage nade by such a lender.

1. Consents. Any other provision of this Declaration to the contrary notwithstanding, neither the owners of the tice intervals in the condo iniuo unit nor any other person shall, by act or ocission, take any of the following actions without the prior written consent and approval of the holders of all first oort6ages of record on the time intervals:
   1. modify or a□end any naterial provision of this Declaration; or
   2. ter inate this Declaration; provided, however, that teroination of this Declaration pursuant to the provisions of Section 6 of Article VII shall not require the prior \tritten consent and appro'lal of the holders of first cortgages of record on the tine intervals.
2. Priority of Liens - Subordination. Any lien on any tine interval in the condoQiniu unit established by or pursuant to any of the terns and provisions of this Declaration shall be subordinate to:
   1. any lien established by or pursuant to any of the tercs and provisions of the Condo iniuo Declaration; and
   2. the lien of any deed of trust, oortgage or other encucbrance duly recorded on the tine interval and cade in good faith and for value received.

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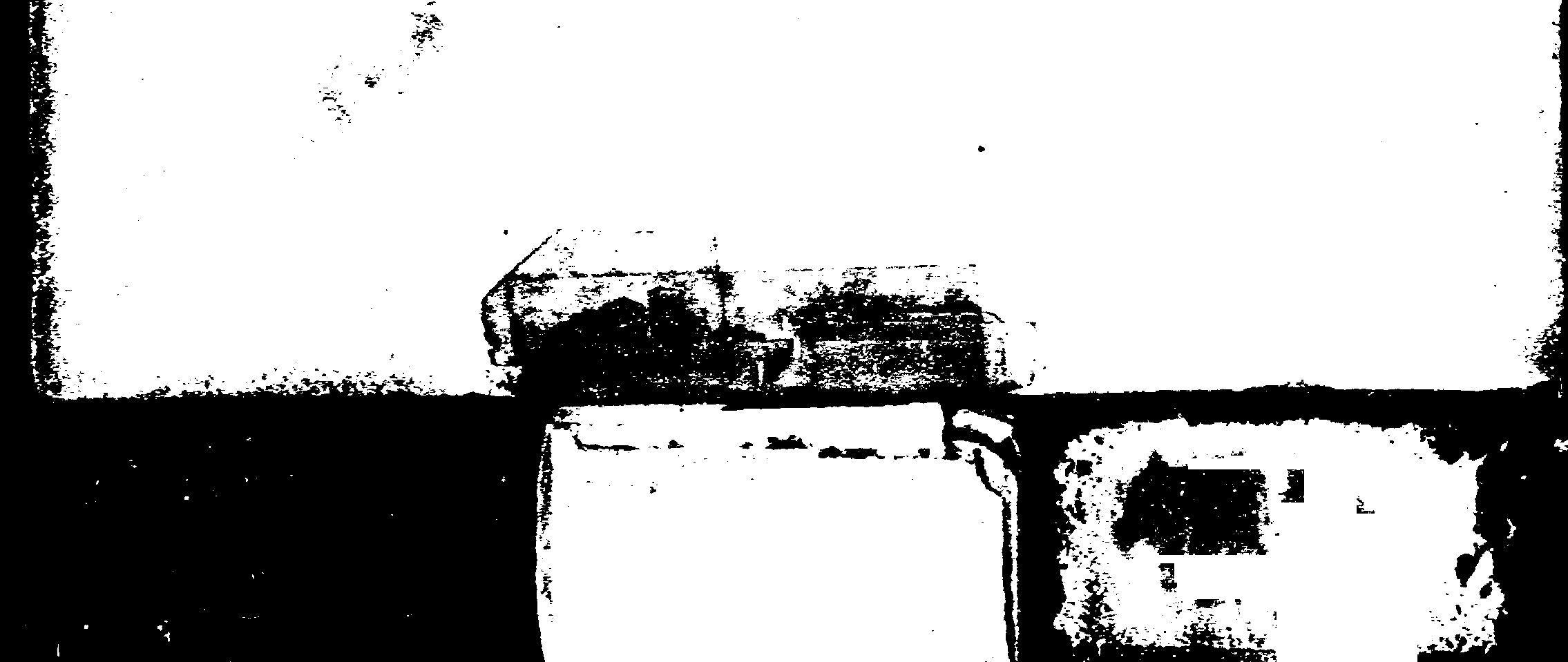
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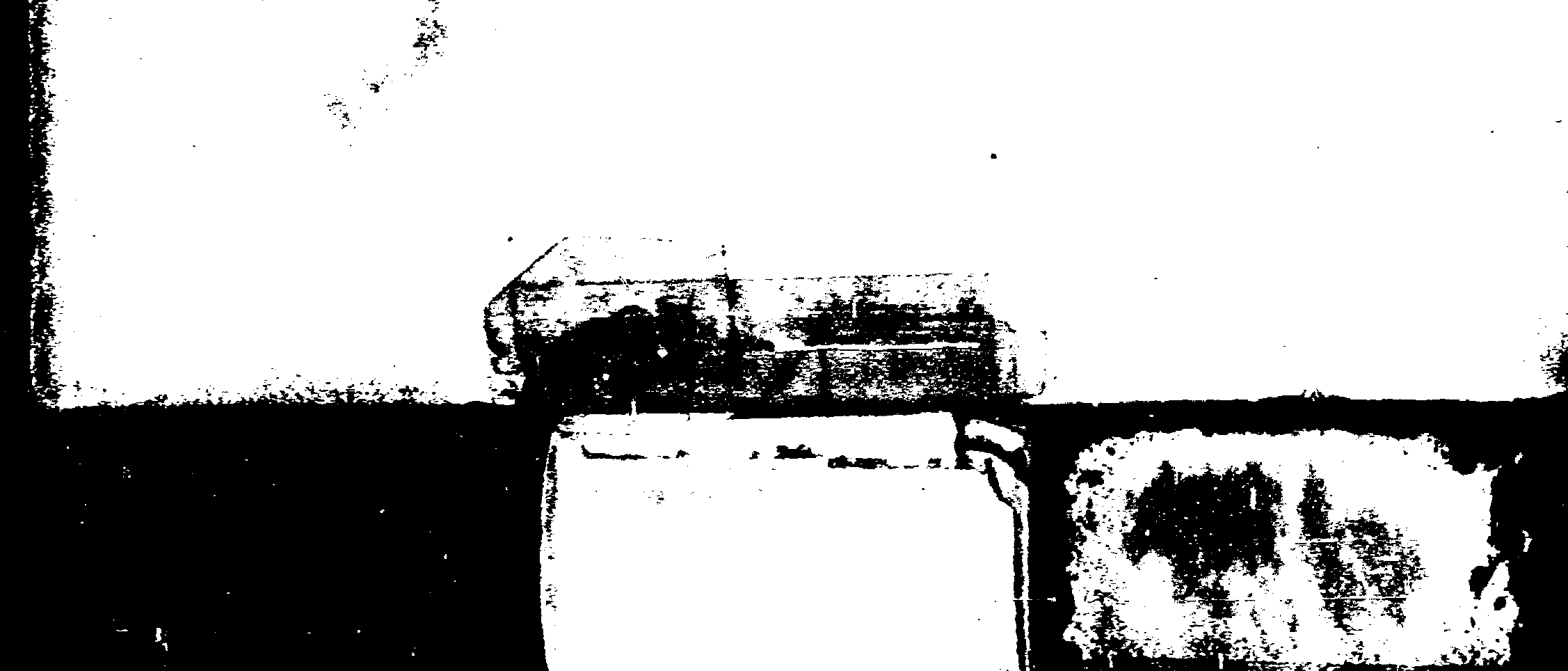
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Any holder of any deed of trust, ::iort age or other encunbrance duly recorded on any tine interval in the condo inium unit and made in goof faith nd f0r

value received vho coces into possession of the tine interval pursuant to a foreclosure or any deed, assigncent or other proceeding or arrangenent in lieu of foreclosure and any other purchaser at a foreclosure sale shall take the time interval free of any claics for unpaid assessments levied against the tine interval which accure prior to the ti e such holder cones into possession of the t: e interval er prior to the ratification of the foreclosure sale, the delivery of the deed or assignoent or the conclusion of such other proceeding or arrange­

□ent in lieu of foreclosure, except for claims for a proportionate share of such unpaid assess ents resulting from a reallocation of such unpaid assessGents aoong all the owners of the other tine intervals in the condo□inium unit. Such foreclosure, deed, assign□ent or other proceeding or arrange ent in lieu of foreclosure shall not relieve the nortgagee in possession or the purchaser at any foreclosure sale froo any liability for any assessnents thereafter beco□ing due or fro□ any lien established by or pursuant to the ter□s and provisions of this Declaration with respect to any assess□ents thereafter beco□ing due.

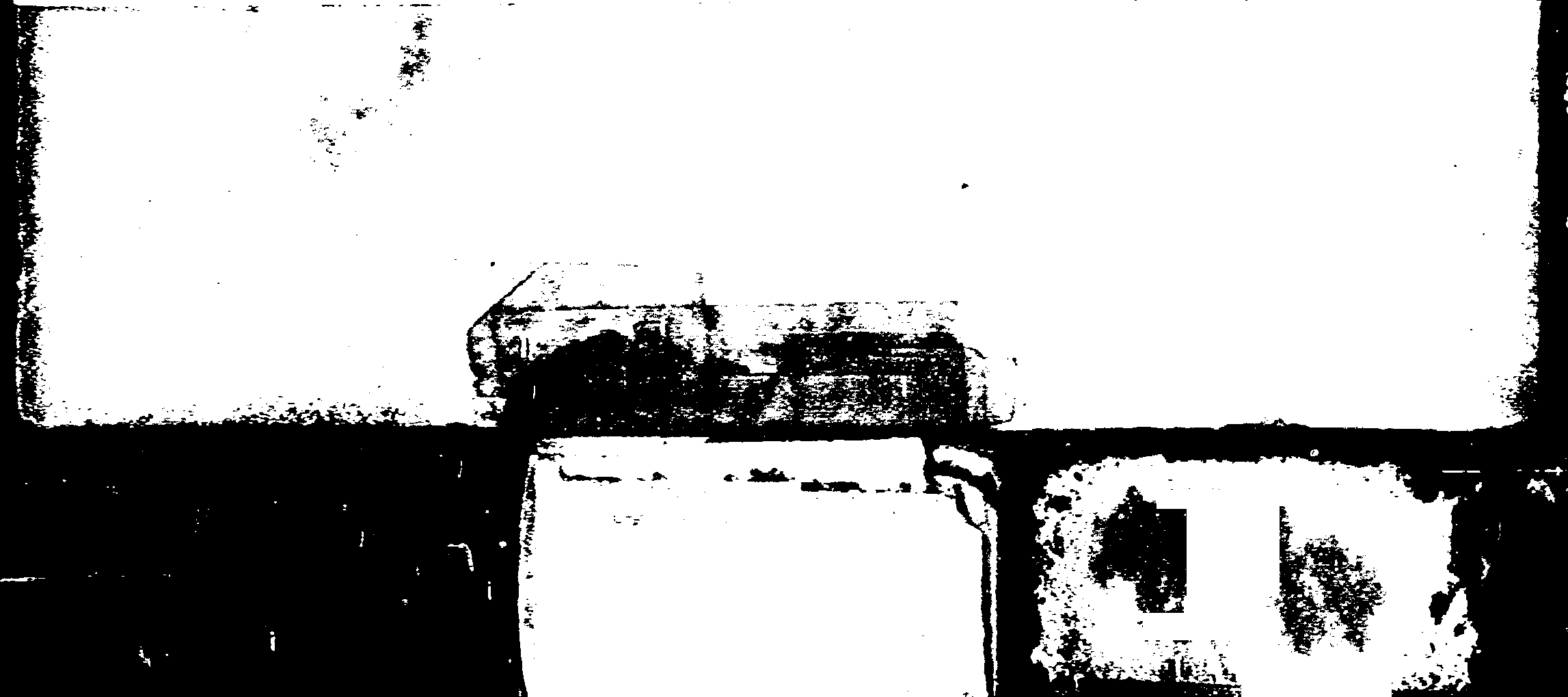
1. Additional Rights of Certain Mortgagees - Notice. The ! nager or other person actin:s for the owners of all of the ti::ie in.:ervals in the condoniniun unit shall give pro pt written notice to the holder of the first oortgage on any tine interval for vhich any assessment or other charge levied or nade pursuant to this Declaration becomes delinquent in excess of sixty (60) days; provided, however, that any failure to give such notice shall not affect the priorities established by this Article or otherwise, the validity of any assess□ent or charge levied or □ade pursuant to this Declaration, or the validity or enforcea­ bility of any lien to secure the sane. o suit or other judicial proceeding shall be broug.1t by any person to enforce or foreclose any lien for any assess­ ent or charge levied or made pursuant to this Declaration, or for the collec­ tion of any such assessr.ent or char e, except after at least ten (10) days prior vritten notice to the holder of any first oortgage on the tine interval 1,,•hich is the subject atter of such suit or other proceeding, which notice shall be given by registerd or certified nail, return receipt requested, postage prepaid.
2. Additional Default. Any recorded first ortgage on ny tine interval 1n the condo□iniu unit shall provide (or, in the event it does not specifically so provide, shall be presu□ed, at the election of the 1'.ortgagee, to provide) th.'.lt any default by the lortgagor in the ticely paynent of any assesswent or charge levied or nade pursuant to this Declaration shall likewise be a default in such nortgage or in the indebtedness secured thereby; provided, however, such default shall not affect the priorities established by this Article, or otherwise, the validity of any assessaent or charge levied or cade pursuant to this Declaration or the validity or enforceability of any lien to secure the sane.
3. ?..oster of )!ortgagees. Any o.-.r.1er of a tice interval in the condo::iiniu□ unit who oortgages his ti.::e interval shall give pro□pt -..:ritten notice to the }:anager of the na□e and address of his nort azee and shall file a confor ed copy of the ortgage vith the !!anager. The Manager shall ::iaintain such infor::iat ion in a suitable roster.

ART1CU: V! T

1. Condo□iniu□ Declaration. The terws and provisions of this Declaration shall be subordinate in all respects to the terns and provisions of the Condooiniu□

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Declaration and the Condo iniun Act and in the event of any conflict between any of the terns and provisions of this Declaration and the Condonininc Declaration or the Condociniua Act, then the terms and provisions of the Condo□iniun Declaration or the Conduniniun Act shall control. Nothing herein contained shall be construed as a codification or 1,1aiver of any of the terns or provisions of the Condo::iiniu□ Declaration.

1. Control of Tenants, Etc. Each OV11er of a tine interval shall be presuced to control and be responsible in all respects for the conduct, acts and o issions of his tenants, guests, servants and invitees and any breach of any of the ter□s and provisions of this Declaration by any tenant, guest, servant or invitee of any owner shall be presu::ied to be and considered *a* breach by that ovner. Each ovner of a tioe interval shall inder.mify and forever hold the other o...,ners of time intervals in the condo::iiniu□ unit free and harnless for any and all loss, danage or expense incurred as a result of damage causeu to the condominium unit by the act or neglect of any tenant, guest, servant or invitee of the O1;,-ncr.
2. Presucption Against : rger. The acquisition by any person of all of the tine intervals in the condo□iniun unit shall not without nore, cerge all of the tifile intervals into a single estate. In the event any person acquires all of the ti□e intervals in the condoniniuc unit, then the ter s and provisions of this Declaration shall recain in full force and effect until that person executes and acknovledges a Yritten instruoent ter□inating the provisions of this Declaration and records such instrun nt ar.ong the Land P.ecords of Uorcester County, aryland.
3. Acendoent. Subject to the lir.itations set forth in this Declaration, the terns and pro isions of this Declaration cay be aoended by the affirmative act of the o\ltlers of all of the tice intervals in the condor:iniu□ unit. Any such anendoent shall be in writing and shall be execu:ed and ackno ledged by the owners of ail of the tine intervais in the condooiniur:1 unit. Any such acendnent shall be in writing and shall be executed and acknowledged by the ovners of all of the tice intervals in the condo□iniun unit. Any auend ents to this Declara­ tion shall becooe effective only upon the recordation of such a,.,end::ient anong the Land Records of Worcester County, aryland, or upon such later date as the aaendcent shall specify.
4. Teroination by Ovners. Subject to the lioitations set forth in this Declaration, the o.-ners of all of the tine intervals in the condociniu= unit nay tercinate this Declaration by instru ent in riting executed and acknovledged by each of then. Any such ter ination shall beco□e effective only upon the recordation of such instru□ent acong the Land ecords of orcester County, Haryland, or upon such later date as the instru□ent shall specify.
5. Tercinat ion. If not sooner terninated by the o·..mers of a11 of the t it'le intervals in the condo□iniu5 unit, this Declaration shall terainate, ithout further act, at jidni&ht on the 31st day of Decenter, 2040, or upon the tercination of the Condo iniun, vhichevcr shall first occur.
6. Effect of Ten;:iination. Upon ternination for any reason, the condooiniura unit shall be o.-ned by the o.-ners of the tioe intervals as tenants in co !:lon, each of whom shall then ovn a l/52nd interest, in fee simple, absolute, in the condooiniun unit as a tenant in co=on with the other owners. Upon termination for any reason, the condoniniu unit shall be subject to an action for partition or for the sale of the condo□iniuo unit in lieu of partition at the suit of the

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O'Jlter of any tine interval in which event the net proceeds of sale shall be considered as one fund and shal 1 be divided acong the o\:ners of the t ioe inter­ vals who shall e3ch be entitled to l/52nd of such fund, after first discharging out of the shcre of each o ner, to the extent such paycent is required and to the extent such share is sufficient for the purpose, any and all liens upon the interest of each owner in accordance vith the priority of interest in such interest.

AP..TICLE **V!!I**

1. Rule Against P rpetuities. In the event any of the terns or provisions of this Declaration should be declarate to be in violation of the P.ule Against Perpetuities or any other rule of **law** establishing a limitation on the duration of the terns and provisions of this Declaration, then such terrrs and provisions shall be presuc:ed to renain in effect only for the tr.axic-,uo period pert1issible by **law.**
2. Construction and Enforce ent. The provisions of this Decla ation shall be liberally construed to facilitate the purpose of creating and establishing a plan for time sharing ovnership of the condo inium unit. Enforceoent of the terns and provisions of this Declaration shall be by any proceeding at laY or in equity against any person or persons violating or atte ptin& to violate the sane, either to restrain or enjoin violation or to recover danages, or both, and any such proceeding r.-,ay be broubht by the llanager or by the owner of any tioe interval in the conominiuo unit, for the use, account and benefit of the ovners of all of the tine intervals in the condoniniuc unit; and the failure or for­ bearance by the Manager or the owner of any t:.ne interval in the condor.iniu□ unit to enforce or atte pt to enforce any of the terns and provisions of this Declaration shall in no event be deeaed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a presumption that any violation or breach, or any attenpted violation or breach, of any of the tert:1s or provisions of this Declaration cannot be adequately remedied by an action at law or exclusively by the recovery of dana&es.

A?..TlCLF: IX

1. Refe ence to Tice - Tiue of Essence. All references to tiwe in this Declaration shall :::!ean and refer to the "local" ti?:".e, fro□ ti::ie to titie prevailing in Ocean City, Worcester County, !:aryland, e.g., "<:astern Standard Tice", Eastern Daylight Tice" and the 1 ike. Ti::ie sha 11 be of the essence of each and every provision of this Declaration.
2. Presu::iptions. No presu□ption established or created by this Declaration shall be rebuttable.
3. Nu□ber and Gender. lfuenever in this Declaration the context so requires, the singular nuaber shall include the plural and the plural shall include the singular. The use in this Declaration of any gender shall be dee□ed to include **a 11** genders.
4. Hotice. Unless another type of nDtice is hereinelse here specifically provided f r, any and all r.otices called for in this Declaration shall be given

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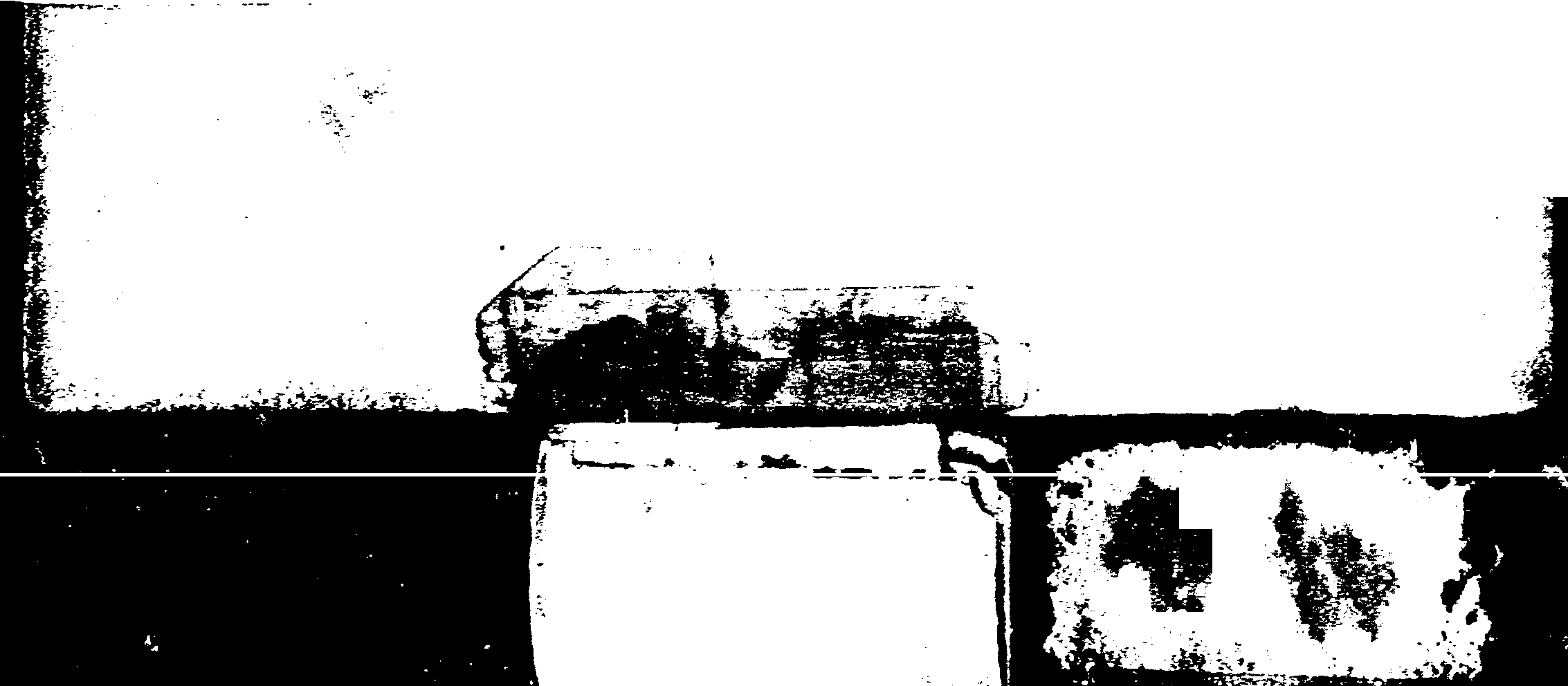
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WORCESTER COUNTY CIRCUIT COURT (Land Records) WCL 1049, p. 0327, MSA\_CE31\_1196. Date available 07/29/2003. Printed 03/07/2022.

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WORCESTER COUNTY CIRCUIT COURT (Land Records) WCL 1049, p. 0328, MSA\_CE31\_1196. Date available 07/29/2003. Printed 03/07/2022.



·,,,,**1049** *i* '- ;\_328

in writing. Any and all notices called for in this Declaration shall be cailed, postage prepaid, to the address of the o\afller of the Tine Interval at his last known address.

1. Severability. In the event any provision or provisions of this Declaration shall be determined by a Court of cocpetent jurisdiction to be invalid, void or unenforceable, such detercination shall not render invalid, void or unenforce­ able any other provision or provisions hereof vhich can b given effect.
2. Waiver. None of the covenants, conditions, restrictions or provisions of this De laration shall be deer-ed to have been nodified, abrogated or waived by reas..m Jf any failure on the part of any person or person<; to enforce the sace.

?:o owner of a ti□e interval nay exeopt hinself fro□ any liability or obli3ation under this Declaration by the abandonment of his tice interval or by a waiver of the use and enjoynent thereof or by any ether act or o□ission.

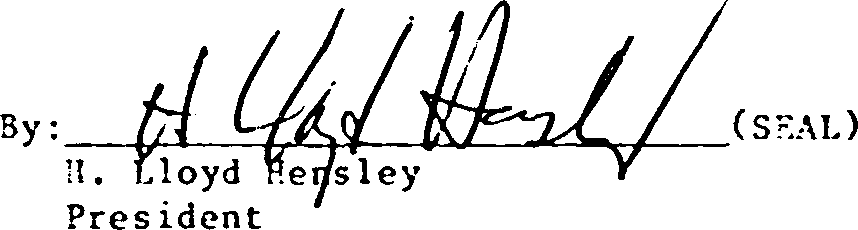
1. Captions. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any vay to linit or enlarge any of the terns or provisions of this Declaration.
2. Construction. The laws of the State of aryland shall govern the inter­ pretation, validity and construction of the terns and conditions of this Declaration.

IN WiniESS WHEREOF, the said 02 El;TERPP..ISF.S, 11:c. has caused these presents

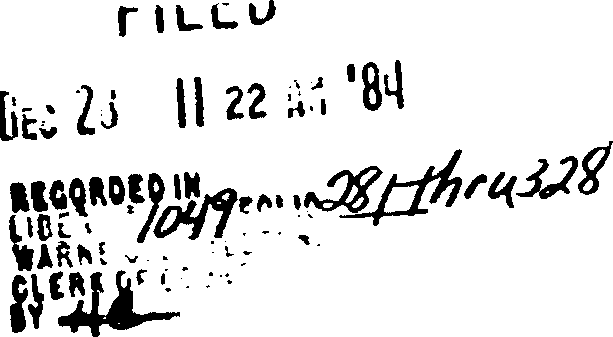
**to** be executed.

OZ ENTE!{PRISF.S, U:C.

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Witness

plats recorded in Plot Book WCL, Liber 96, Folios 36 thru 41.



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