

Prepared By & Return To:
Maschmeyer Concrete Company of Florida, Inc.
1142 Watertower Road
Lake Park, Florida, 33403

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN, UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE, AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

Claim of Lien

State of Florida
County of Palm Beach

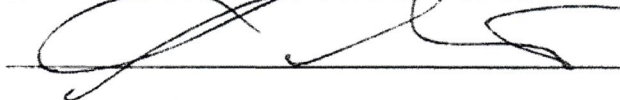
BEFORE ME, the undersigned notary public, personally appeared Naomi Stevenson, who being the duly sworn, says that she is agent of the lienor herein, Maschmeyer Concrete Company of Florida, Inc., whose principal address is 1142 Watertower Road, Lake Park, Florida 33403, and that in pursuance of agreement with ALLSTAR CONCRETE & MASONRY CORP, lienor furnished labor, services or materials consisting of CONCRETE, BLOCK and/or MISC BUILDING MATERIALS, on the following described real property in ORANGE COUNTY, FLORIDA.

#AII004-234712, 6900 Turkey Lake Road; 6900 Turkey Lake Road, SAND LAKE BUILDING CONDOMINIUM 9808/7870 COMMON AREA,

NOC 10445/ 6864, Orlando, Florida; As recorded in the public records of Orange COUNTY, Florida

Which property is owned by Sand Lake Building Condominium Assn Inc, with a mailing address of 305 Acadia Lane, Kissimmee, FL 34747 of total value of Three Thousand, Five Hundred Ninety and .29/100 (\$3,590.29) of which there remains unpaid \$3,590.29, plus the maximum interest allowable by law. The first of said materials and/or labor was furnished on April 8, 2013, and the last of same on April 29, 2013. The lienor served her/his notice to owner on May 13, 2013, by Certified Mail.

Lienor: MASCHMEYER CONCRETE COMPANY OF FLORIDA, INC.

 , Agent

The foregoing instrument was acknowledged before me this 23 day of July, 2013 by Naomi Stevenson, agent for Maschmeyer Concrete Company of Florida, Inc., who is personally known to me or who has produced as identification, and who did not take an oath.


NOTARY PUBLIC Florida



DOC # 20080777484 B: 9808 P: 7870
12/31/2008 01:24:40 PM Page 1 of 124
Rec Fee: \$1055.50 Doc Type: CONR
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: ALEXANDRE M MESTDAGH

This Instrument Prepared by:
Alexandre M. Mestdagh, Esq.
Alexandre M. Mestdagh, P.A.
222 W. Comstock Avenue, Suite 112
Orlando, FL 32789



DECLARATION OF CONDOMINIUM
FOR
SAND LAKE BUILDING, A CONDOMINIUM

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**ARTICLE 1.
PREAMBLE, NAME, AND LEGAL DESCRIPTION**

SAND LAKE BUILDING, LLC, a Florida limited liability company, whose address is 305 Acadia Lane, Celebration, Florida 34747 (“Developer” as further defined in Article 2), owns fee simple title of record to that certain property in Orange County, Florida, and more particularly described in Section 1.2. Developer submits fee simple title to this property together with the improvements located on such property to the condominium form of ownership in accordance with the provisions of the Act (as defined in Article 2) and the following provisions:

1.1 Name. The name by which this condominium is to be identified is the SAND LAKE BUILDING, A CONDOMINIUM (the “Condominium”).

1.2 Legal Description. The property submitted to the condominium form of ownership under this Declaration (as defined in Article 2) consists of that certain real property situate in Orange County, Florida that is more particularly described as Phase 1 in Exhibit “A” attached to this Declaration and incorporated into this Declaration by this reference, together with those easements more specifically described in this Declaration, including the easements in the Exhibit “A.” No other phases are being submitted to the condominium form of ownership at this time.

**ARTICLE 2.
DEFINITIONS**

All capitalized terms in this Declaration have the meanings ascribed to them by the Act (as defined below) and this Declaration. In the event of conflict between these authorities, the following definitions prevail to the extent that they are not in conflict with the Act:

2.1 “Act” means the Florida Condominium Act (Chapter 718, *Florida Statutes*) as it exists on the date this Declaration is recorded in the Public Records.

2.2 “Articles” means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the initial Articles are attached to this Declaration as Exhibit “B” and incorporated into this Declaration by this reference.

2.3 “Assessment” means a share of the funds required for the payment of Common Expenses or other purposes as provided in this Declaration, and as the context requires will include General Assessments, Special Assessments, and Capital Improvements Assessments, which from time to time are assessed against an Owner.

2.4 “Association” means SAND LAKE BUILDING CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. The Association is responsible for the operation of the Condominium.

2.5 “Association Property” means all that real and personal property owned or leased by the Association for the use and benefit of the Association.

2.6 “Board” means the board of directors of the Association as it is constituted from time to time.

2.7 "Budget for Common Expenses" means the budget or budgets that account for the estimated annual Common Expenses of the Condominium for a given fiscal year. The Budget for Common Expenses does not include ad valorem taxes.

2.8 "Building" means the structure on the Land in which the Units and the Common Elements are located. The Building included in phase 1 will be two (2) stories tall and contain nineteen (19) Units.

2.9 "By-Laws" mean the By-Laws of the Association, as may be amended from time to time. A copy of the original By-Laws is attached to this Declaration as Exhibit "C" and incorporated into this Declaration by this reference.

2.10 "Capital Reserves" means those certain reserves more particularly described in Section 13.4.

2.11 "Common Elements" means all of those items defined in the Act as Common Elements and those items described in this Declaration as Common Elements on Exhibit "A," some of which may be designated as Limited Common Elements.

2.12 "Common Expenses" means all expenses defined in the Act as Common Expenses and those items described in this Declaration as Common Expenses.

2.13 "Common Surplus" means the excess of all receipts of the Association over the Common Expenses with respect to a given fiscal year.

2.14 "Condominium" means the Sand Lake Building, a Condominium.

2.15 "Condominium Documents" means this Declaration, all documents incorporated in this Declaration by reference, and all documents promulgated pursuant to this Declaration, all as may be amended from time to time in accordance with the terms of such documents.

2.16 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit as described in this Declaration; and when the context permits, the term includes all other appurtenances described in this Declaration.

2.17 "Condominium Property" means the lands, leaseholds, easements, and real and personal property subjected to the condominium form of ownership from time to time as part of the Condominium, whether or not contiguous, all Improvements located on any such property, and any easements and rights appurtenant to such property and intended for use in connection with the Condominium.

2.18 "Condominium Survey and Plans" means the condominium survey and drawings and plans required by Section 718.104, *Florida Statutes*, which are attached to this Declaration as Exhibit "A" and incorporated into this Declaration by this reference.

2.19 "Condominium Rules and Regulations" means the rules and regulations concerning the use of Condominium Property as amended from time to time by the Board in the manner provided by the By-Laws. A copy of the initial Condominium Rules and Regulations is attached as Exhibit "E" and incorporated into this Declaration by this reference.

2.20 "Declaration" means this Declaration of Condominium of for Sand Lake Building, a Condominium and all exhibits attached to this Declaration, as amended from time to time in accordance with the terms of this Declaration.

2.21 "Developer" means Sand Lake Building, LLC, a Florida limited liability company, a Florida limited liability company, its successors, or assigns. No party other than Developer, may exercise all or any portion of the rights and privileges reserved in this Declaration to Developer unless and until such party receives a written assignment of all or such portion of such rights and privileges from Developer, and records same among the Public Records.

2.22 "General Assessment" means those certain assessments more particularly described in Section 13.1.

2.23 "Improvements" means any and all buildings, structures, infrastructure, and other improvements of every nature whatsoever now or hereafter constructed and located from time to time on the Condominium Property, and any replacements of any and all buildings, structures, infrastructure, and other improvements as permitted pursuant to this Declaration. Improvements will include any and all buildings, streets, access roads, driveways, sidewalks, walkways, parking areas, paved areas, loading areas, canopies, signs, awnings, water retention areas, and other physical improvements now or hereafter located on, or attached or affixed to, the Condominium Property, or constructed, installed or placed on, over, across, of under the Condominium Property, and any and all modifications, alterations, and replacements thereto.

2.24 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Department of Housing and Urban Development ("DHUD"), the Federal Housing Administration ("FHA"), the Veteran's Administration ("VA"), or any other lender generally recognized as an institutional lender, or Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" will mean and refer to institutional first mortgagee(s) holding mortgages on Units aggregating a majority of the total voting interests appurtenant to all Units.

2.25 "Insurance Trustee" shall have the meaning set forth in Section 15.1(a).

2.26 "Limited Common Elements" means those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as shown on the Condominium Survey and Plans or otherwise specified in this Declaration or in subsequent phase amendments to this Declaration. References herein to Common Elements also will include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.27 "Medical Waste" will have the meaning described in Section 16.8.

2.28 "Orange Courts" means the Circuit and County Courts of the Ninth Judicial Circuit, in and for Orange County, Florida.

2.29 "Owner" means the record fee owner of a Unit, whether such Owner be Developer, one or more persons, firms, associations, corporations or other legal entities. Owner will not mean or refer to the holder of a security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure, deed in lieu of foreclosure, or other proceeding resulting in such party's acquisition of title.

2.30 "Public Records" means the Official Records of Orange County, Florida

2.31 "Special Assessments" means those certain assessments more particularly described in Section 13.2.

2.32 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdraining, environmental degradation, and water pollution or otherwise affect the quality of discharges.

2.33 "Unit" means that portion of the Condominium Property which is subject to exclusive ownership, and refers to each of the separate and identified Units delineated in the Condominium Survey and Plans. The physical boundaries of each Unit are as delineated in the Condominium Survey and Plans and are as more particularly described in Article V. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium and will be deemed to include, if the context admits or requires, all appurtenances to a Unit specified in this Declaration.

2.34 "Working Capital Contribution" means the payment made by the first Owner of each Unit, other than Developer, to the Association, equal to three (3) months worth of General Assessments under the current estimated Budget for Common Expenses, to create and fund a working capital fund for the Association. The Working Capital Contribution is only due at the closing of a purchase of a Unit from Developer.

ARTICLE 3. EXHIBITS

The exhibits referred to in this Declaration consist of the following. These exhibits and any permitted amendments that may be made to them from time to time are incorporated into this Declaration by this reference:

3.1 Exhibit "A." The legal description of the land committed to the condominium form of ownership pursuant to this Declaration, the Condominium Survey and Plans, and a graphic description of the Units and the Common Elements in Phase 1 of the Condominium located on such land in a plot plan, all of which, together with this Declaration, are of sufficient detail to identify each Unit, the Common Elements, and their relative locations and approximate dimensions. As set forth in Exhibit "A," each Unit is identified by a designated number, letters, or combination of numbers and letters so that no Unit bears the same designation as any other Unit. The numbering system of designation Units utilized in the Condominium Survey and Plans will be the system for designating Units; provided, however, the Board has the right, in its sole discretion, to permanently alter such system of differentiating Units, including the use of numbers, letters, or combinations of letters and numbers. Changes in the system of designating Units will be made permanent upon the Board's recordation among the Public Records, of a "Notice of Revised Unit Designations" which contains the revised Condominium Survey and Plans. The deed for the first subsequent conveyance of a Unit should contain a reference to the change in the Unit designation system similar to the following: "Unit _____, formerly referred to as Unit _____."

3.2 Exhibit "B." A copy of the initial Articles.

3.3 Exhibit "C." A copy of the initial By-Laws.

- 3.4 Exhibit "D." The percentage interest in the Common Elements that is appurtenant to each Unit.
- 3.5 Exhibit "E." A copy of the initial Condominium Rules and Regulations.

ARTICLE 4. EASEMENTS

The following easements are expressly reserved or have been granted by Developer through the recording of this Declaration:

4.1 General Easements. Nonexclusive easements over, across, and under the Condominium Property are expressly provided for and granted as follows:

(a) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto Developer and the Association and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), communications and security systems, and other services which may serve the Condominium Property; provided, however, that these easements will not permanently interfere with the use of the Units. An Owner will do nothing within or outside its Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association and its authorized agents have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Article 9 or as otherwise contemplated in this Declaration, for which the Association is responsible, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved, pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(b) Conduits, etc. Easements over, under, across, and through Units for installation, maintenance, and repair of conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements are reserved for Developer, the Association, and the providers of utilities.

(c) Support. There will be an easement of support in every portion of a Unit which contributes to the support of the Building or other Improvements containing any other Unit, any Common Element, or any Limited Common Element.

(d) Ingress and Egress/Parking. A nonexclusive easement in favor of each Owner and authorized tenant, their guests and invitees, will exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, parking areas and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Any such lien encumbering such easements (other than those on Units) automatically will be subordinate to the rights of Owners and the Association with respect to such easements.

(e) Encroachments. There will be reciprocal nonexclusive appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Element and between adjacent Units due to the unintentional placement or settling shifting of the Improvements constructed, reconstructed, or altered on a Unit or the Common Elements (in

accordance with the terms of this Declaration), for so long as the encroachment exists. However, in no event will an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

(f) Light and Air. The property surrounding the Condominium is not subject to any easements for light and view in favor of the Condominium. Owners should be aware that existing and future improvements in the property surrounding the Condominium may obstruct the view of the Condominium and the natural light that would otherwise be cast on the Condominium.

4.2 Association Easements. Except as limited by Section 718.111(10), *Florida Statutes*, the Board may grant, modify, or move easements from time to time over the Common Elements or the Association Property without obtaining the approval of the Owners. The Board also may enter into easements or licenses benefiting all or a portion of the Condominium Property or the Association Property, with all costs incurred in connection with such easements or licenses being Common Expenses. Notwithstanding anything in this Declaration to the contrary, the Association is prohibited from exercising the powers granted to it by this Section 4.2 in any manner that would, in the reasonable opinion of Developer, be directly or indirectly detrimental to the sales, leasing, or marketing efforts of Developer or any of its agents regarding Units or other properties being marketed by Developer or any of its agents.

4.3 Developer Easements. Without limiting any other easements or rights of Developer provided or reserved in this Declaration, Developer reserves the following easements over the Condominium Property and the rights to grant easements regarding the Condominium Property without obtaining the consent of the Owners or the Association.

(a) Construction and Maintenance of the Condominium Property. Developer will have the right, in its sole, absolute and unfettered discretion from time to time, to enter the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where Developer, in its sole, absolute and unfettered discretion, determines that it is required or desires to do so.

(b) Sales and Leasing Activity. For as long as Developer holds any Unit for sale in the ordinary course of business, Developer will have the right to use any such Units and parts of the Common Elements or Association Property as model units and sales offices, to show the models and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property and/or Association Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose Developer deems appropriate in its sole, absolute and unfettered discretion. Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for, as well as the right to carry on, any activity that Developer determines in its sole, absolute and unfettered discretion to be necessary, to transact any business necessary to consummate sales of Units, including the right to maintain models, have signs identifying the Condominium Property and advertising the sale of Units, having employees in the offices, models and other Common Property, use the Common Elements and to show the Units. Sales office furnishings, the furniture and furnishings in any model, model unit, signs, and items pertaining to sales will not be considered Common Elements and will remain the property of Developer. Further, Developer and its employees will have the right to exclusive possession of any model unit and sales office, and Developer will further have the right for any such Unit to remain as a model and/or office until such time as all Units have been sold. Developer reserves an easement over the roadways and all other Common Elements of the Condominium, to enjoy the rights and privileges enumerated herein, as well as for ingress and egress for construction, sales, parking, and any other related purposes. Developer reserves these rights and easements mentioned in this

Section 4.3(d). At such time as Developer no longer holds any Unit for sale in the ordinary course of business, the rights and easements under this Section 4.3(d) will continue to benefit Developer for a period of two (2) years from the date of the last Unit closing.

(c) Governmental Requirements. For so long as Developer holds any Unit for sale in the ordinary course of business, Developer reserves the right to grant such easements over and across the Condominium Property as may be required by any government agency. These easements specifically include any environmental easements required by local, state, or federal environmental agencies.

(d) Developer Easements. For so long as Developer holds any Unit for sale in the ordinary course of business, Developer reserves easement rights and the right to grant easement rights over and across the Condominium Property as Developer may deem necessary for its use or the use of any designee of Developer.

4.4 Other Easements. Other easements may have been granted over the Condominium Property as set forth in Exhibit "A" or otherwise contained in the Public Records.

ARTICLE 5. UNITS, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, AND ASSOCIATION PROPERTY

5.1 Units.

(a) Unit Boundaries. Each Unit will consist of that part of the Building containing the Unit within the boundaries of the Unit, which boundaries are as follows:

(i) Upper and Lower Boundaries. The upper boundary of each Unit will be the imaginary plane along and coincident to the interior unfinished lower surface of the ceiling of the Unit. The lower boundary of each Unit will be the imaginary plane along and coincident to the lowest point of the interior unfinished upper surface of the floor of the Unit.

(ii) Perimeter Boundaries. The perimeter boundaries of each Unit will be the imaginary planes running along the interior unfinished surface of the exterior walls to the middle of the demising wall separating such Unit from another Unit, whether or not such demising wall has been built.

(iii) Effect of the Condominium Survey and Plans. In any case of conflict or ambiguity between the provisions of this Section 5.1 and the Condominium Survey and Plans, the Condominium Survey and Plans will control.

(b) Material Alteration or Modification. Notwithstanding the maintenance and repair responsibilities of the Owners set forth in Article 9, material alterations and modifications to any Unit may be made by the Association upon a vote of the Board; provided, however, that (i) for so long as Developer holds any Unit for sale in the ordinary course of business, no material alterations or modifications to any Unit may be made without the prior written consent of Developer; and (ii) no material alterations or modifications to any Unit may be made without the consent of the Owner(s) and the Mortgagee(s) of the affected Units and a majority of the total voting interests. Notwithstanding anything in this Declaration to the contrary, redecoration, remodeling, changes to interior walls, or other alterations to the interior of a Unit which do not affect or impact the other Units, Common Elements, or Association Property are not considered material alterations or modifications and do not require the prior approval of Developer, the Association, or any other Owner.

(c) Incorporation of Corridors, Bathrooms, and Other Areas in Units.

(i) Corridors. During such time as all Units abutting those portions of the corridors shown on Exhibit "A" are owned by the same Owner, then such Owner may incorporate such portion of the corridor into the abutting Units by constructing a wall across the corridor (which wall shall be deemed to be a Limited Common Element appurtenant to the abutting Unit) and removing any non-load bearing walls separating the Units and such portion of the corridor, provided the following conditions are met:

(1) The complete plans for the contemplated alteration must be approved by the Board.

(2) No other Owner's manner of direct access to the lobby area, elevators, restroom facilities or parking area which exists prior to the making of the contemplated alteration may be affected without such Owner's prior written consent.

(3) The contemplated alteration must at all times comply with all fire and safety codes and applicable law.

(4) Neither an Owner's interest in Common Elements nor share in Common Expenses and Common Surplus shall be affected by the incorporation of any part of a corridor in such Unit; provided, however, so long as the corridor remains so incorporated, the Owner of such Unit is responsible for its maintenance and repair pursuant to the provisions of Section 9.1(b).

(5) If such alteration causes an increase in the cost of maintenance to be performed or insurance carried by the Association, the Owner shall pay to the Association as a part of the Owner's assessment, the amount of such increases.

(ii) Restrooms. During such time as all Units located on a floor of the Condominium Property are owned by a single Owner, the restrooms located on such floor shall be used exclusively by such Owner and may be altered by such Owner at its sole expense and to such Owner's specifications, provided the following conditions are met:

(1) The complete plans for the contemplated alteration must be approved by the Board.

(2) The contemplated alteration must at all times comply with all fire and safety codes and other applicable law, as it may exist from time to time.

(3) If such alteration causes an increase in the cost of maintenance to be performed or insurance carried by the Association, the Owner shall pay to the Association as a part of the Owner's assessment, the amount of such increases.

(iii) Other Areas. During such time as all Units located on a floor of the Condominium Property are owned by a single Owner, any fire equipment rooms, sprinkler systems, elevator equipment rooms or janitorial rooms may be altered by such Owner at its sole expense and to such Owner's specifications, provided the following conditions are met:

(1) The complete plans for the contemplated alteration must be approved by the Board.

(2) The contemplated alteration must at all times comply with all fire and safety codes and other applicable law, as it may exist from time to time.

(3) If such alteration causes an increase in the cost of maintenance to be performed or insurance carried by the Association, the Owner shall pay to the Association as a part of the Owner's assessment, the amount of such increases.

At such time as an Owner wishes to sell one or more of the Units so that the Units abutting an incorporated portion of corridor are not owned by the same party, then the Owner of such abutting Units shall, at such Owner's expense, cause the floor of such portion of the corridor, restrooms and/or other areas outlined in Article 11, as applicable, to be redecorated: (i) in a similar manner as the then existing decor of the surrounding Common Elements; and (ii) in compliance with all fire and safety codes and other applicable law, as it may exist from time to time. The transferor and the transferee of a Unit abutting the affected portion of the corridors shall be jointly and severally liable to the Association for the costs and expenses necessary to perform the work contemplated by this Section 5.1.

5.2 Duties of Developer for the Demising Walls and Corridors. Notwithstanding anything to the contrary contained in this Declaration, Developer agrees, after the closing of a Unit and upon the written request of such Owner, within a period of eighteen (18) months after the closing of any individual Unit, without the express approval of any other Owner or the Association; (i) to install, during such eighteen (18) month period, studs for demising walls between the Units and other Units, or Units and the corridors to be designated as Limited Common Elements as shown on Exhibit "A," if necessary and as requested by the Owners, to separate one (1) Unit from another Unit not owned by the same Owner, and to separate a Unit from the corridors walls. Any construction beyond the installation of the studs for demising walls will be the responsibility of the Owners, subject to the approval of the Board as described in this Declaration. Any demising walls or corridors that may be constructed may encroach upon each Unit and, in such instances, reduce the amount of square footage for each Unit. In the event any such construction reduces the square footage of any Unit, each Owner purchasing such a Unit agrees to release Developer from and against any liability for any and all losses, damages, claims, costs, and expenses (including reasonably attorneys' fee) arising out of or in any way related to the decrease in square footage that may be caused by any encroachment of a demising wall or corridor into the Unit.

5.3 Common Elements.

(a) Description. In addition to those items defined in the Act and elsewhere in this Declaration as Common Elements, Common Elements include: the land, foundations, exterior portions of perimeter Unit walls, including exterior wall surfaces, those portions of partitions and walls separating Units not otherwise part of the Unit, load-bearing columns or walls, slabs, public utility lines located on Condominium Property, and, except as excluded in this Section 5.3, pipes, wires or conduits located within slabs or elsewhere in the Condominium Property, all roads, walkways, paths, trees, shrubs, yards (except such as are designated as Limited Common Elements), gardens, planter areas, fountains, and so forth, located within the Condominium Property. Any fire equipment rooms, elevator (and any appurtenant equipment rooms), sprinkler systems, and areas occupying same located within the Condominium Property are Common Elements. Additionally, the following are also Common Elements:

(i) All areas not designated or described as lying within the boundary of a Unit or otherwise excluded by definition, and all other components of the Condominium Property constructed or to be constructed on the Condominium Property, rationally intended for common use or necessary to the existence, upkeep, and safety of the Condominium Property.

(ii) Any and all portions of the Surface Water or Stormwater Management System located on the Condominium Property and permitted by the South Florida Water Management District are included within the Common Elements.

(iii) Mechanical systems servicing the Condominium, including compressors, air handling units, pump exhaust and pressurization fans, and ductwork, if any are included in the Common Elements;

(iv) The space in between the walls, ceilings, and floors of the Units.

(b) Parking Spaces. The Common Elements include all parking areas for vehicles of all Owners, their employees, tenants, guests and invitees. All such parking spaces will be for the general use of the Owners, their employees, tenants, guests and invitees. From time to time, prior to the transfer, sale or leasing of the last Unit, Developer, at its sole, absolute and unfettered discretion, may assign the exclusive use or reservation of parking spaces, for specific time periods, at the ratio of up to two (2) spaces per 1,000 square feet of office space. The Association will administer the use of the parking areas pursuant to the provisions of this Declaration, and the Condominium Rules and Regulations, as amended from time to time, and if it determines that there is a need, the Association may assign or designate parking spaces on the Common Elements for particular Units or purposes, except that the Association may not alter the parking rights or reservations granted by Developer to any Owner. No Owner will have or acquire any fee simple title to the parking space at any time except as part of the Owner's undivided share in the Common Elements.

(c) Surface Water or Stormwater Management System. The Association will have a perpetual nonexclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the Surface Water or Stormwater Management System. By this easement, the Association will have the right to enter upon any portion of the Common Elements and of any Unit which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District permit. Additionally, the Association will have a perpetual nonexclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person will alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without prior written approval of the South Florida Water Management District.

5.4 Limited Common Elements. Each applicable Unit or Units will have the following Limited Common Elements, regardless of whether same are appurtenant to one or more than one Unit.

(a) Air Conditioning, Heating and Other Equipment. For those Units with air conditioning and heating equipment, or other equipment, serving one or more but not all Units, such air conditioning and heating equipment or other equipment will be a Limited Common Element of the Units(s) so served. The Owner(s) served by such equipment will be solely responsible for operating, maintaining and repairing and replacing such equipment and for all the costs related thereto. Notwithstanding the foregoing, the Association will have the right to require all such air conditioning and heating equipment or other equipment to be maintained by contractors approved by the Association and meeting such insurance, licensing and other requirements as the Board may reasonably require. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment will be a Limited Common Element appurtenant to the Units added and will cease to be a Limited Common Element to the Units deleted.

(b) Plumbing, Electrical and Telecommunications Equipment.

(i) The water lines and equipment which serve one or more, but not all, Units will be a Limited Common Element of the Unit(s) so served. Such Limited Common Element will begin at the boundary of each Unit served by such lines and equipment and will extend to the point where such lines and equipment connect with the main meter measuring potable water consumption for such Unit(s). In the event a Unit is used for any purpose which entails the consumption of water in excess of ordinary and customary office uses, then the Association will have the right to require the water and sewer service for such Unit to be separately metered.

(ii) The sewage collection lines and equipment which serve one or more, but not all, Units will be a Limited Common Element of the Unit(s) so served. Such Limited Common Element will begin at the boundary of each Unit served by such lines and equipment and will extend to the point where such lines and equipment connect with the sewer line serving all of the Units.

(iii) The electrical lines and equipment which serve one or more, but not all, Units will be a Limited Common Element of the Unit(s) so served. Such Limited Common Element will begin at the boundary of each Unit served by such lines and equipment and will extend to the point where such lines and equipment connect with the meter measuring electrical consumption for such Unit(s).

(iv) The telephone and telecommunication lines and equipment which serve one or more, but not all, Units will be a Limited Common Element of the Unit(s) so served. Such Limited Common Element will begin at the boundary of each Unit served by such lines and equipment and will extend to the network interface point in the telephone room or elsewhere for such Unit(s).

The Owner(s) served by such Limited Common Element(s) will solely be responsible for operating, maintaining, repairing and replacing such lines and equipment and for all costs related thereto. In the event that physical changes in the Building result in additional Units being served by such equipment or, in the alternative, Units ceasing to be so served, then the equipment will be a Limited Common Element appurtenant to the Units added and will cease to be one to the Units deleted.

(c) Exterior Doors, Exterior Door Locks, Windows, and Balconies. Each exterior door, exterior door locks, windows in the walls of the exterior of the Unit, and balconies will be a Limited Common Element reserved for the exclusive use of that Unit. Each Owner will maintain, paint, repair and replace, at its sole and personal expense, all doors, door locks, windows, glass, screens and hurricane shutters, subject to the rights of the Association to review and approve any alterations to the Condominium Property. Notwithstanding the foregoing, the Association will be responsible for periodic washing of the exterior of the windows in the walls of the exterior of that Unit as a Common Expense. The Association will be responsible only: (i) for the repair or replacement of any doors, door locks, windows in the walls of the exterior of the Unit, balconies, and exterior awnings which are damaged by fire or other casualty; and (ii) for the replacement of any doors, door locks, windows in the walls of the exterior of the Unit in the event the Association is replacing all or substantially all of such doors, door locks, or windows in the Building.

(d) Cost Sharing. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one or more Units will be deemed Limited Common Elements of the Unit(s) served. These Units will proportionately share the cost of the Limited Common Elements, proportionate to a Unit's square footage in relation to the square footage of all units which are served by the Limited Common Element(s).

(e) Substantial Completion/Amendment of the Declaration. All persons acting with reference to this Condominium, whether as contract purchasers, grantees, mortgagees, lienors or otherwise, understand that at the time of the execution and recording of this Declaration and the

Condominium Survey and Plans, all of the Improvements comprising the Condominium Property are substantially completed, and they agree for themselves, their heirs, successors and assigns, that Developer reserves the right to, at its sole, absolute and unfettered discretion, amend this Declaration and said Condominium Survey and Plans as may be necessary or desirable from time to time to identify, locate and dimension said Improvements, and any such amendments will not require the joinder or further consent of any Owners or holders of liens thereon and will be effective upon recordation in the Public Records.

(f) Developer. During such time as Developer holds any Unit for sale in the ordinary course of business and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Owners, their guests and invitees will in no way interfere with such activities or prevent access to such Units by Developer.

5.5 Signs.

(a) Owners. Except as otherwise provided in this Declaration, no sign may be posted, displayed, maintained, inscribed, painted or affixed on any part of the Condominium Property, or placed on or within any part of a Unit by an Owner where such sign is visible from the exterior of the building.

(b) Developer.

(i) Developer Signage. Developer reserves and shall have exclusive, perpetual easements and exclusive right for the location, installation, erection, maintenance, use, operation, repair, replacement, or removal of signs, notices, other displays, or advertising on the Common Elements or Limited Common Elements, together with non-exclusive rights of ingress to and egress, as may be necessary and appropriate to exercise the easements granted in this Declaration; provided that such signs are not located on a Limited Common Element appurtenant to less than two (2) Units; provided, however, in connection with the exercise by the Developer of its rights: (i) such signage shall be properly maintained and operated; and (ii) if such signage is illuminated, and such illumination shall be maintained and operated in good working condition at all times. This right includes the ability to place, alter, and maintain such signage as desired on the Common Elements or Limited Common Elements by the Developer and which meets the criteria and standards set forth in this Declaration. Any alterations to the appearance of signs must be in compliance with applicable law in effect from time to time; provided, however, that any alteration to a sign shall not constitute a material alteration of the Common Elements or Limited Common Elements requiring an amendment to this Declaration. All costs and expenses associated with the signage, including those of maintaining, repairing, replacing, and removing signs are at the expense of Developer.

(ii) Monument Sign. Developer reserves and shall have exclusive, perpetual easements and exclusive right for the location, installation, erection, maintenance, use, operation, repair, replacement, or removal of a monument sign on the Common Elements or Limited Common Elements, together with non-exclusive rights of ingress to and egress, as may be necessary and appropriate to exercise the easements granted in this Declaration; provided that such monument sign: (i) is properly maintained and operated; and (ii) if such signage is illuminated, and such illumination shall be maintained and operated in good working condition at all times. The monument sign, if erected, shall be a Common Element and shall include the name of the Condominium. Additionally, Developer, at the time of closing of any Unit, may assign to one (1) or more Units, areas on the monument sign as a Limited Common Element appurtenant to a Unit for the purpose of advertising the name of the commercial business in such Unit; provided, however, all advertising on the monument sign is subject to approval by the Board. Any alterations to the appearance of the monument sign must be in compliance with applicable law in effect

from time to time; provided, however, that any alteration to a sign shall not constitute a material alteration of the Common Elements or Limited Common Elements requiring an amendment to this Declaration. All costs and expenses associated with the signage, including those of maintaining, repairing, replacing, and removing signs are a Common Expense, except that any expenses associated with a Limited Common Element shall be expenses of the Unit assigned such Limited Common Element.

ARTICLE 6.

RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, will not be separated from such Unit and will pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units will remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, will lie, except as provided herein with respect to termination of the Condominium.

ARTICLE 7.

OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS

7.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth in attached to this Declaration as Exhibit "D" and incorporated into this Declaration by this reference.

7.2 Voting. Each Unit will be entitled to cast the votes allocated to the Unit in accordance with the provisions of the By-Laws. Each Owner will be a member of the Association. The vote allocated to each Unit is determined by the percentage share of ownership in the Condominium for such Unit as set forth in attached to this Declaration Exhibit "D." If an Owner owns more than one Unit, the voting member for such Units will be entitled to cast the number of votes for each Unit.

ARTICLE 8.

AMENDMENTS

8.1 By Owners. Unless otherwise provided in this Declaration, this Declaration may be amended at any regular or special Association meeting, called and convened in accordance with the provisions of the By-Laws, upon the affirmative vote of a majority of the total voting interests, unless a different vote is required by the specific provisions of this Declaration. Each such amendment of this Declaration will be evidenced by an instrument signed and acknowledged by any two (2) officers of the Association, setting forth the full text of such amendment, the appropriate recording data of this Declaration, and certifying that such amendment has been approved by the affirmative vote of the necessary amount of votes. The amendment will become effective on the recording of the amendment among the Public Records. No amendment which materially affects the rights and privileges of Developer, as determined by Developer in its sole, absolute and unfettered discretion, will become effective unless and until approved, in writing, by Developer for so long as Developer holds any Unit for sale in the ordinary course of business. Furthermore, the Owners will have no power to enact any amendment to this Declaration which materially affects the rights of any Mortgagee of record, without first obtaining the written consent of such affected Mortgagee of record and provided further that such consent may not be unreasonably withheld. No amendment to this Declaration or any exhibit to this