

14.3 No Waiver of Rights. The failure of the Association or any Condominium Unit Owner to enforce any covenant, restriction or other provision of the Declaration or the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall not constitute a waiver of the right to do so thereafter.

15. Amendments. Subject to the other provisions of the Declaration concerning amendments, this Declaration may be amended in the following manner:

15.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any Association meeting at which a proposed amendment is considered. An amendment may be proposed by either the Board of Administration or by one-third (1/3) of the Condominium Unit Owners. A resolution adopting a proposed amendment must bear the approval of either (a) a majority of the Board of Administration and sixty-six and two thirds percent (66 2/3%) of the Condominium Unit Owners or (b) 75% of all Unit Owners. Directors and members not present at the meetings considering the amendment may express their approval in writing, given before such meetings. Notwithstanding the foregoing, the consent of Unit Owners to which at least 67% of the votes in the Association are allocated and the approval of 51% of Institutional First Mortgagees who have given notice to the Association in accordance with Article 18 below shall be required to materially amend any provisions of the Declaration, by laws or equivalent documents of the Condominium, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (g) Expansion or contraction of the Condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- (h) Boundaries of any Unit;
- (i) The interests in the general or limited Common Elements;
- (j) Convertibility of Units into Common Elements or of Common Elements into Units;
- (k) Leasing of Units;

(l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium;

(m) Establishment of self-management by the Condominium Association where professional management has been required by any of the agencies or corporations;

(n) Any provisions included in the Declaration, Bylaws or equivalent documents of the Condominium which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

(o) Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs.

(p) Any restoration or repair of the unit of any portion of the condominium (after hazard, damage or partial condemnation) in a manner other than that specified in the documents.

None of the foregoing shall in any way amend Developers rights and obligations concerning future phases of the condominium.

15.2 Rights Institutional First Mortgagee. In order for an Institutional First Mortgagee to have a right to vote pursuant to Subsection 15.1(a) above it must first request notice in accordance with Subsection 18 below.

15.3 By the Developer. The Developer may, during the time it owns any Units, amend the Declaration without the consent and/or joinder of the Association; (i) to correct omissions or errors and for the purposes set forth in Subsection 6.2 hereof, (ii) to comply with the requirements of the Federal National Management Association (FNMA), the Government National Management Association (GNMA), the Veterans Administration (VA), the Department of Housing and Urban Development (HUD), or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities provided, however, that no such amendment shall adversely modify substantial rights of any Unit Owners without their written consent, (iii) to add additional phases in accordance with Paragraph 3.9 above.

15.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the Public Records of Orange County, Florida.

15.5 Proviso. Except as is otherwise expressly provided for in this Declaration, no amendment shall discriminate against any Condominium Unit Owner nor against any Condominium Unit or class or group of Condominium Units, unless all the Condominium Unit Owners so affected shall consent in writing; and no amendment shall change any Condominium Unit, Limited Common Elements, or the shares in the Common Elements