

thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

F. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to the Developer by this Master Deed or other above mentioned documents shall not constitute waiver of the right of Developer to thereafter enforce such right, provisions or condition in the future.

XXVI.

ADDITIONAL PROVISIONS RELATING TO MORTGAGEES

The following provisions, in addition to provisions set forth elsewhere in the condominium documents, shall be applicable to the holders of first mortgages upon the individual residences contained in the condominium.

A. The holder of any such mortgage shall be entitled to written notification from the Board of Administration or the manager at least thirty (30) days prior to the effective date of (i) any change in the condominium documents or regulations adopted pursuant thereto, and (ii) any change of the manager (not including employees of a corporation acting as Manager, provided that the Manager shall have been furnished written notice of the address to which such notification shall be sent.

B. The holder of any such mortgage shall be entitled to written notification from the Association herein or the Manager of any default by the resident owner of the residence covered by such mortgage in the performance of the obligations of such residence owner under the condominium documents or the regulations adopted pursuant thereto which is not cured within sixty (60) days, provided that the Manager shall have been furnished written notice of the address to which such notification shall be sent.

C. Unless all holders of first mortgages on individual residences have given their prior written approval, the said Association, or manager, as the case may be, shall not (i) fail to employ a professional manager for the condominium; (ii) change the prorata interest or obligation of any residence for purposes of levying assessments and charges and determining shares of the common elements and limited common elements and proceeds of the project, (iii) partition or subdivide any residence or the common elements or limited common elements of the condominium, except as may occur by operation of law, nor (iv) by act of omission seek to abandon the condominium status of the

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