

and if the parties cannot agree upon an appraiser, one shall be appointed by a process determined by the Association and land owner or by the Court. A "fair price" shall be the fair market value of the residence owner's residence arrived at by the appraiser. The closing shall occur within thirty (30) days following the report of the appraiser.

C. In the event a residence owner desires to make a structural change in his residence, he may do so only at his own expense and only after prior approval of at least seventy-five percent (75%) of members of the Board of Directors and the consent of all abutting residence owners, which consent of such residence owners shall not unreasonably withheld.

XIX.

AMENDMENT OF MASTER DEED

This Master Deed may be amended at any regular or special meeting of the Unit co-owners of this Regime, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than three-fourths of the total vote of the members of the Association.

All Amendments shall be recorded and certified, as required by the Act, and no Amendment shall change any unit, not a unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owner(s) of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages. No Amendment shall change the provisions of this Master Deed with respect to institutional mortgagee without the written approval of all institutional mortgages of record.

XX.

DECLARANT'S RIGHT DURING DEVELOPMENT PERIOD  
AND TRANSFER OF CONTROL

A. The Declarant herein, Wildaire-Merry Oaks Partnership, also known as Owner, shall have and exercise all rights, powers, remedies, duties and privileges of the Association, Board of Directors and Manager, all of which may either be delegated by the Declarant to a Manager designated by the Declarant which may be a person controlling, controlled by, or under some common control with the Declarant until control of the Association becomes vested in the purchaser of the units.