

(c) A copy of each amendment provided for in this Section 1 shall be certified by the Board of Directors of the Association as having been duly adopted and shall be effective when recorded.

(d) The Developer in its sole discretion may amend this Master Deed to modify or change the Unit plans and surveys as provided for in Section and of Article II hereof without complying with the procedure outlined in (a), (b), (c) of this section. Any such amendment by Developer shall be effective when recorded.

Section 2. The Condominium may be terminated and the property removed from the provisions of the Act in the following manner:

(a) All of the Unit Owners may remove the property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred so as to affect and be a lien upon only the Percentage Interest appurtenant to the Unit subject to such lien.

(b) In the event it is determined in the manner provided in Section 10 Article II hereof, that the property shall not be repaired or reconstructed after casualty, the Condominium will be terminated and the Condominium Documents revoked. The determination not to repair or reconstruct after certifying as to facts effecting the termination, which certificate shall become effective upon being recorded.

(c) In the event that one or more Units, any part or parts thereof, or the Limited Common Elements, or parts thereof, to which a Unit has exclusive use or use exclusive with other Unit Owners in a particular Building shall be taken by any authority having the power of eminent domain and the consent of all Owners as provided in Section 14 of Article II hereof, shall not be expressed in an amendment to this Master Deed duly recorded within 90 days after such taking, the Condominium will be terminated and the Condominium Documents revoked.

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