

are hereby authorized to furnish information to the Board concerning the status of any Mortgage encumbering a Condominium.

(k) Each Unit Owner hereby authorizes the first Mortgagee of a first Mortgage on his Condominium to furnish information to the Board concerning the status of such first Mortgage and the loan which it secures.

#### ARTICLE XIV

#### **DURATION AND AMENDMENT**

Section 1. Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded in the public records, Orange County, California, meeting the requirements of an amendment to this Declaration as set forth in Section 2 of this Article. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Unit from the concomitant Membership in the Association, as long as this Declaration shall continue in full force and effect. The provisions of this Article are subject to the provisions of Article XI, Section 3 of this Declaration.

Section 2. Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered. A resolution adopting a proposed amendment may be proposed by a Unit Owner at a meeting of Members of the Association. The resolution shall be adopted by the vote, in person or by proxy, or written consent of seventy-five percent (75%) of the voting power of both the Class A and Class B Members. A copy of each amendment shall be certified by at least two (2) officers of the Association and the amendment shall be effective when the Certificate of Amendment is recorded in the public records, Orange County, California. Notwithstanding the foregoing, any of the following amendments, to be effective, must be approved in writing by the record holders of seventy-five percent (75%) of the first Mortgages on all of the Condominiums in the Project at the time of such amendment, based upon one vote for each Mortgage owned:

(a) Any amendment which affects or purports to affect the validity or priority of encumbrances or the rights or protection granted to encumbrancers as provided in Articles VI, X, XI, XII, XIII and XIV hereof.

(b) Any amendment which would necessitate an encumbrancer after it has acquired a Condominium through foreclosure to pay more than its proportionate share of any unpaid assessment or assessments accruing after such foreclosure.

(c) Any amendment which would or could result in an encumbrance being cancelled by forfeiture, or in the individual Condominium not being separately assessed for tax purposes.

(d) Any amendment which would or could result in termination or abandonment of the Project or partition or subdivision of a Condominium Unit, in any manner inconsistent with the provisions of this Declaration.

(e) Any amendment which would permit the Association to terminate professional management and assume self-management of the Project.

(f) Any amendment which would subject any Unit Owner to a right of first refusal or other such restriction in favor of the Association, in the event such Unit Owner exercises his right to sell, transfer or otherwise convey his Condominium.

A Certificate, signed and sworn to by two (2) officers of the Association that the record owners of seventy-five percent (75%) of the Condominiums have either voted for or consented in writing to any amendment adopted as above provided, when recorded, shall be conclusive evidence of such fact. The Association shall maintain in its files the record of all such votes or written consents for a period of at least four (4) years. The Certificate reflecting any amendment which requires the written consent of any of the record holders of first Mortgages shall be signed and sworn to by such first Mortgagees. When such Certificate is recorded, it shall be noted that such amendment has been so approved.

Section 3. Protection of Grantor. Notwithstanding any other provision in this Declaration, the prior written approval of Grantor, as developer of the Project, will be required before any amendment which would impair or diminish the rights of Grantor to complete the Project or the Association Properties in accordance with this Declaration shall become effective.

Section 4. Amendment by Grantor. Notwithstanding the foregoing, until the Close of Escrow for the sale of the first Condominium in the Project, Grantor shall have the right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification.

Section 5. Protection of City. Notwithstanding any other provision of this Declaration, this Declaration may not be amended or terminated prior to the expiration of the term set forth in Section 1 above unless prior thereto the City of Santa Ana shall have given its written consent thereto with respect to any termination or amendment which substantially affects any rights of the City hereunder.

#### ARTICLE XV

##### ENFORCEMENT OF CERTAIN BONDED OBLIGATIONS

Section 1. Consideration by Board of Directors. In the event that (1) the Improvements to be located on the Common Areas or the Association Properties are not completed prior to the issuance of a Final Subdivision Public Report by the California Department of Real Estate ("DRE") for the sale of Condominiums in the Project,