

OFF. REC: 14380PG2742

DAVID WILLIAM HOTEL CONDOMINIUM

RESTATED  
DECLARATION OF CONDOMINIUM  
OF THE  
DAVID WILLIAM HOTEL CONDOMINIUM

NOTE: THE RECORDING OF THIS INSTRUMENT IS A RESTATEMENT OF THE DECLARATION OF CONDOMINIUM OF THE DAVID WILLIAM HOTEL CONDOMINIUM WHICH WAS PREVIOUSLY RECORDED AS AN EXHIBIT TO THE PROSPECTUS ON NOVEMBER 29, 1989 AT OFFICIAL RECORDS BOOK 14342, PAGES 794 THROUGH AND INCLUDING PAGE 900, PUBLIC RECORDS OF DADE COUNTY, FLORIDA. IT WAS REQUESTED THAT THIS DECLARATION OF CONDOMINIUM FOR THE DAVID WILLIAM HOTEL CONDOMINIUM BE RERECORDED TO OBTAIN A CLERK'S FILE NUMBER FOR THE DECLARATION OF CONDOMINIUM. WHEN THE DECLARATION WAS PREVIOUSLY RECORDED, THE CLERK'S FILE NUMBER APPEARED ON THE PROSPECTUS. IT IS INTENDED AND UNDERSTOOD BY THE DECLARANT THAT THIS RERECORDING AND RESTATEMENT OF THE DECLARATION OF CONDOMINIUM FOR THE DAVID WILLIAM HOTEL CONDOMINIUM IS AND SHALL BE THE LEGAL CREATION OF CONDOMINIUM AND THE OFFICIAL RECORDS BOOK AND PAGE NUMBER APPEARING ON THIS PAGE OF THE RESTATEMENT OF THE DECLARATION SHALL BE THE OFFICIAL RECORDS BOOK AND PAGE NUMBER OF THE DAVID WILLIAM HOTEL CONDOMINIUM FOR ALL LEGAL PURPOSES INCLUDING, BUT NOT LIMITED TO, THE CONVEYANCE OF UNITS WITHIN THE CONDOMINIUM. THE DATE OF RECORDATION SHOWN ON THIS PAGE OF THE RESTATED DECLARATION SHALL BE THE DATE OF CREATION OF THE CONDOMINIUM.

THIS INSTRUMENT PREPARED BY:

ARTHUR L. BERGER, ESQ.  
BROAD AND CASSEL  
COURT-HOUSE CENTER  
175 N.W. FIRST AVENUE, SUITE 2000  
MIAMI, FLORIDA 33128

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Page 10

EXHIBIT "A" TO THE  
PROSPECTUS OF THE  
DAVID WILLIAM HOTEL CONDOMINIUM

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DECLARATION OF CONDOMINIUM  
OF THE  
DAVID WILLIAM HOTEL CONDOMINIUM

executed by the officers of the Association, certifying that the amendment was duly adopted. Such certificate shall include the recording data identifying the declaration and shall be executed in the form required for the execution of a deed. The amendment aforesaid shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Dade County, Florida. This paragraph shall apply to amendments made by the Developer except that such amendments need only be executed by the Developer.

H. The following rights to amend this Declaration are herewith specifically reserved to the Unit Owners of the Units identified below and said amendments need only be executed and acknowledged by the owner of the Unit and any Institutional Mortgagee whose mortgage encumbers the said altered Unit, and need not be approved by the Association, Unit Owners, lienors, or other mortgagees, whether or not their joinder is elsewhere required for amendments. Such amendments shall be reflected by an amendment to this Declaration with a survey, if applicable, attached reflecting such authorized alteration of Unit. The Association shall prepare and record the amendment based upon information, plans and surveys supplied by the Unit Owner at the Unit Owner's Expense. The Unit Owner initiating the amendment shall pay all reasonable costs of the Association in preparing and recording the Amendment including but not limited to attorney's fees. In the event a Unit Owner, from time to time, elects to subdivide a Unit into two (2) or more Units or to combine two (2) or more Units into one (1) Unit as specifically provided for below, then said Unit Owner shall have the right to do so and to create the altered Units by filing among the Public Records of Dade County, Florida an appropriate amendment or amendments to this Declaration as will serve to create the altered Units under Florida law and said amendments need be executed solely and only by the Unit Owner and any Institutional Mortgagee whose mortgage encumbers the altered Unit. Said amendment or amendments shall expressly set forth the share, expressed as a percentage or fraction, of the Common Elements, Common Expenses and Common Surplus that will be appurtenant to each of said Units, provided, however, that the total of said shares shall be the same as that which is appurtenant to the Units as originally set forth in this Declaration. The Grantee of a combined or subdivided Unit from the Unit Owner filing the amendment shall be obligated to the Association only for that particular Unit's share of the Common Expenses of the Condominium as shall be established in the amendment to this Declaration creating said altered Unit.

1. The C-1 Unit and/or the C-2 Unit may be converted to any retail, office, commercial service and/or restaurant use permitted by the City of Coral Gables Zoning Code.

2. The C-1 Unit and/or the C-2 Unit may be subdivided into smaller Units. If subdivided, said smaller Units subsequently may be recombined to form larger Commercial Units. For example, the C-1 Unit may be subdivided into several Commercial Units and, at some later date, two (2) or more of said subdivided Commercial Units may be recombined to form a larger Commercial Unit. If a Unit is subdivided, the share of Common Expenses, Common Elements, and Common Surplus and the Voting Interest for the Units created by the subdivision shall be calculated by apportioning the share and Voting Interest of the original Unit proportionately, according to square footage area, amongst the Units created by the subdivision. If two or more Units are combined, the share of Common Expenses, Common Elements and Common Surplus and the Voting Interest for the resulting combined Unit shall be the sum of the shares and Voting Interest appurtenant to the two or more Units so combined.

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alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Notwithstanding anything to the contrary herein contained, unless the applicable Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the prorata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

D. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

E. Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

F. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

G. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

H. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as sales offices and/or model units and the Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as the Developer may determine. Any sales offices and/or model units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer.

I. The swimming pool shall be deemed heated if heated to a temperature of 80° F. or higher.

J. The Developer has the right to expand, alter or add to the recreational facilities serving the Condominium without the consent of Unit Owners or the Association. This right includes, but is not limited to, the right to change from one recreational activity to another recreational activity.

34. Occupancy and Use Restrictions:

The Condominium consists of Commercial Units and Residential Units. The uses of each of these two types of Units is described below. As provided for in Article 9 and Article 30 of this

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Declaration, Commercial Units and Residential Units may be subdivided and/or combined and the use of same may be changed within the established parameters. Initially, one Commercial Unit will be operated as a restaurant and the other Commercial Unit will be operated as a hotel. With regard to the Residential Units, some Residential Units will be sold to individual purchasers for use as their single-family private dwelling while other Residential Units will be owned by the hotel or operated as part of the hotel and these Residential Units will serve as the accommodations for guests of the hotel. Specific provisions describing the use and operation of the Condominium Property are set forth elsewhere in this Declaration.

A. Residential Units. <sup>Refer to Note</sup> Subject to Article 9 of this Declaration and Article 33 Paragraph 2 of this Declaration, each Residential Unit shall be used <sup>only</sup> as a hotel room, for transient residential occupancy, and/or for a single family private dwelling for the Owner and the Owners' family, social guests, lessees, licensees, and invitees. Residential Units may also be used for those accessory office and business uses, if any, permitted within a residence by the City of Coral Gables Zoning Code. At no time, however, shall more than forty-nine (49%) percent of the Residential Units be used to house transient guests.

PAGE 7  
9, 10, 11

<sup>page 7 +</sup> B. Commercial Units. Subject to the provisions of Article 9 of this Declaration and Article 33 Paragraph 2 of this Declaration, each Owner of a Commercial Unit shall occupy and use such Commercial Unit ~~only for the conduct of hotel, restaurant, office, retail use and/or commercial service purposes.~~ Notwithstanding the above provisions, the following uses shall be prohibited within any Commercial Unit: (1) adult bookstores; (2) topless bars and other topless commercial enterprises; and (3) the sale of sex paraphernalia.

This Article 34 may not be amended without the consent of all owners of Commercial Units.

35. Commercial Unit Regulations:

A. Finishing of Commercial Units. The Developer hereby reserves to and for the benefit of itself, the Association, Owners, and their respective directors, officer, employees, agents and contractors, an irrevocable and perpetual easement running with the land and right of use, over, in and through each and every Commercial Unit for access to any and all Common elements near, adjacent to, or contiguous to the Commercial Unit in order to complete construction, equipping, finishing and decorating the interior of any other Commercial Unit. Any person exercising this easement right will make reasonable effort to exercise such easement right in and through a Commercial Unit which is owned by a party other than the person exercising the right in a manner so as not to disturb unreasonably the occupancy and use of the Commercial Unit by such party; provided, however, the Developer will have the sole and absolute discretion to determine the reasonableness of the use of such easement rights in order not to delay or hinder the completion of construction, equipping, finishing, furnishing or decorating of the interior of any Commercial Unit, and, subject to such discretion of the Developer, the Board may establish rules and regulations applicable to all Owners of Commercial Units, or on an individual ad hoc basis limiting the times and the manner in which the easement rights hereunder may be exercised. Any person exercising the easement rights hereunder shall be liable for any damage caused by such person to a Commercial Unit that is not owned by such person.

B. Maintenance, Repairs and Alterations. Each Owner of a Commercial Unit shall be solely responsible for the maintenance, repair and replacement of all portions of such Owner's Commercial Unit, including all fixtures located within or deemed part of the Commercial Unit; all air conditioning equipment, exhaust fans and hot water heaters exclusively serving such Commercial Unit; all interior surfaces surrounding the Commercial Unit, such as the interior surfaces of walls, ceilings, and floors, and, although not necessarily a part of the Commercial Unit, each Owner shall also maintain the glass, windows, glass sliding doors and entrance and exit doors contiguous to and serving the Commercial Unit. Each Owner shall timely and properly perform all such maintenance and repairs which if not so performed would affect a Unit belonging to another Owner or the Common Elements, and each Owner of a Commercial Unit shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacements.

C. Utilities. Each Owner of a Commercial Unit shall maintain, repair, replace as necessary, at such Owner's sole expense, all ducts, conduits, piping, wiring, appliances, fixtures and other facilities either located within such Owner's Commercial Unit which furnishes utility service to any part of such Owner's Commercial Unit, or is located outside such Owner's Commercial Unit but furnishes utility service solely to a part of such Owner's Unit; provided, however, that all such maintenance, repairs, and replacements shall be done by licensed contractors.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name this 22 day of NOVEMBER, 1989.

Signed, sealed and delivered in and in the presence of:

D.W. HOTEL ASSOCIATES, LTD., a Florida Limited Partnership

BY: D.W. HOTEL CORP., a Florida corporation, a general partner of D.W. HOTEL ASSOCIATES, LTD.

Candy C. Jones  
\_\_\_\_\_

By: Albert H. Sakolsky  
Albert H. Sakolsky, President

BY: BILTMORE CORP., a Florida corporation, a general partner of D.W. HOTEL ASSOCIATES, LTD.

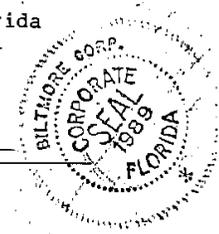
Candy C. Jones  
\_\_\_\_\_

By: Sally L. Baumgartner  
Sally L. Baumgartner, President

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 22 day of NOVEMBER, 1989, by Albert H. Sakolsky, as President of D.W. HOTEL CORP., a Florida corporation, on behalf of the corporation as a general partner of D.W. HOTEL ASSOCIATES, LTD., a Florida Limited Partnership.

Donald Levine  
Notary Public,  
State of Florida at Large  
My Commission Expires:  
9/17/90



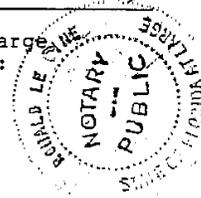
STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 22  
day of November, 1989, by Sally L. Baumgartner, as  
President of BILTMORE CORP., a Florida corporation, on behalf of  
the corporation as a general partner of D.W. HOTEL ASSOCIATES,  
LTD., a Florida Limited Partnership.

*Ronald L. ...*  
Notary Public

State of Florida at Large  
My Commission Expires:

9-17-90



CERTIFICATE OF THE ASSOCIATION OF THE  
DAVID WILLIAM CONDOMINIUM HOTEL ASSOCIATION, INC.,  
A Florida Corporation, not for profit,  
FOR AN AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF THE DAVID WILLIAM HOTEL CONDOMINIUM

AN AMENDMENT REPLACING EXHIBITS D-2 AND D-6 OF  
THE DECLARATION OF CONDOMINIUM

Whereas, the Declaration of Condominium of the David William Hotel Condominium (hereinafter the "Declaration") was recorded in Official Records Book 14380, Page 2742, Public Records of Dade County, Florida; and

WHEREAS, the Declaration was amended by an instrument recorded on January 29, 1990, which instrument is recorded at Official Records Book 14411, Page 2996, Public Records of Dade County, Florida ; and

WHEREAS, the Declaration was amended by an instrument recorded on March 9, 1990, entitled an Amendment Correcting Exhibit D-2 of the Declaration of Condominium, which instrument is recorded at Official Records Book 14461 at page 3277; and

WHEREAS pursuant to a special election held on August 9, 1983, a resolution was adopted pursuant to Article 9 amending Exhibits D-2 and D-6 of the Declaration;

and WHEREAS, the record owners of the Units affected by such amendment and the mortgage record holder have agreed to join in the execution of this Amendment.

NOW THEREFORE, the Association hereby amends the Declaration of Condominium working a Substantial Rewording of Exhibits D-2 and D-6, in the form attached hereto as "Revised Pages to Exhibit D-2 and Revised Exhibit D-6", to the Declaration of Condominium of the David William Hotel Condominium, in particular the Underground Parking Garage Plan, Lobby Plan, Seventh Floor Plan and Twelfth Floor Plan of the Survey, Site and Plot Plan identified as Exhibit D-2 in Subparagraph A of Section 5 Common Elements and Subparagraphs A & B of Section 7 Condominium Property and Identification of Units and, in conjunction therewith Exhibit D-6 as identified in paragraphs A & B of Section 8 Ownership of Common Elements and Share of Common Surplus, and paragraph C of Section 13 Common Expenses, from the form presently contained in the declaration, copies of which are attached hereto and marked as Present Exhibits D-2 and D-6 respectively."

24900



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REC.

IN WITNESS WHEREOF, the Association, has signed this document on the 12<sup>th</sup> day of October, 1993.

Witnesses:

DAVID WILLIAM HOTEL CONDOMINIUM ASSOCIATION, INC., A Florida Corporation

[Signature]  
Print Name: GARY R. JACKSON  
[Signature]  
Print Name: ARNALDO VELEZ

By: [Signature]  
JUAN B. CALDERONI, President

STATE OF FLORIDA

COUNTY OF DADE

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 1993, by Juan B. Calderoni, as President of the David William Hotel Condominium Association, a Florida Corporation not-for-profit, who is personally known to me ~~or who~~ has produced as identification and who did / did ~~not~~ take an oath.

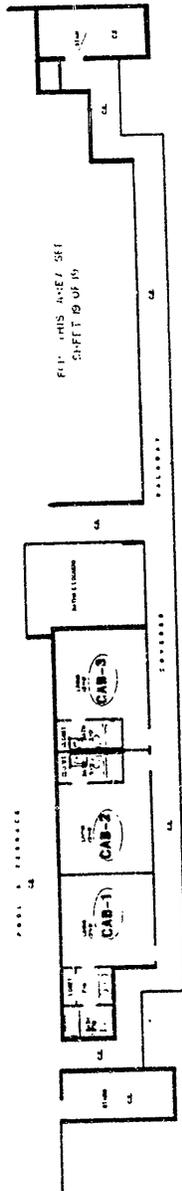
[Signature]  
NOTARY PUBLIC, State of Florida  
Print Name: ARNALDO VELEZ

My Commission expires:

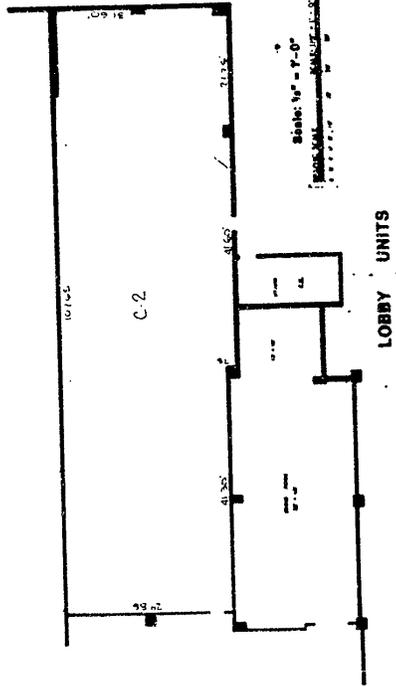


ARNALDO VELEZ  
MY COMMISSION # CC 227287 EXPIRES  
September 24, 1996  
BONDED TRUSTEES FARM INSURANCE, INC.

# DAVID WILLIAM HOTEL CONDOMINIUM



ROOF TOP UNITS  
(Cabover)

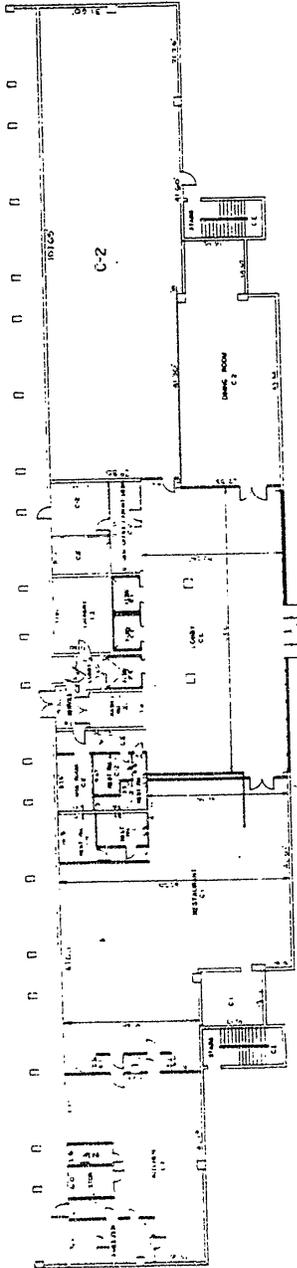


NOTE:  
 THE ABOVE DRAWING IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



OFF. REC. 16147PC1686

# DAVID WILLIAM HOTEL CONDOMINIUM



1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**M** MANUCY, INC.  
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 6. MANUCY, INC.  
 7. MANUCY, INC.  
 8. MANUCY, INC.  
 9. MANUCY, INC.  
 10. MANUCY, INC.

**LOBBY PLAN**



CFN 2003R0421213  
OR Bk 21359 Pgs 1508 - 1511; (4pgs)  
RECORDED 06/24/2003 15:50:11  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:  
David Shear, Esq  
Fieldstone Lester Shear & Denberg, LLP  
201 Alhambra Circle, Suite 601  
Coral Gables, Florida 33134  
(305) 357-1001

**FIFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
THE DAVID WILLIAM HOTEL CONDOMINIUM**

WHEREAS, the Restated Declaration of Condominium of The David William Hotel Condominium (the "**Original Declaration**"), was recorded on January 3, 1990 in Official Records Book 14380, at Page 2742 of the Public Records of Miami-Dade County, Florida;

WHEREAS, the Original Declaration was subsequently amended as evidenced by that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on January 29, 1990 in Official Records Book 14411 at Page 2996, and that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on March 9, 1990 in Official Records Book 14461 at Page 3277 that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on November 26, 1991 in Official Records Book 15287 at Page 734 that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on November 30, 1993 in Official Records Book 16147 at Page 1663, all of the Public Records of Dade County, Florida (collectively, the "**Amendments**"). The Original Declaration together with the Amendments shall herein after be referred to as the "**Declaration**"; and

WHEREAS, Article 9, Section H of the Declaration provides that the Owner of certain Units may amend the Declaration regarding such Units without the consent of the Association or any other Unit Owners; and

WHEREAS, D.W. Hotel Corp., a Florida corporation ("**C-2 Owner**") owns Unit C-2, as defined in the Declaration, and C-2 Owner desires to subdivide Unit C-2, as permitted by Article 9, Section H(2) of the Declaration.

NOW, THEREFORE, the Declaration is amended as hereinafter provided.

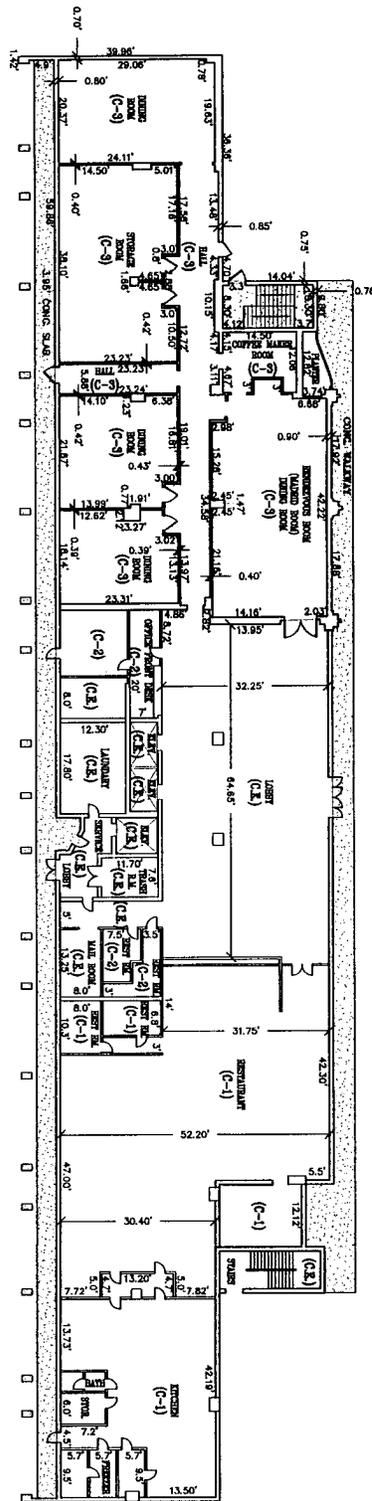
1. **Exhibit D-2** to the Declaration of Condominium is hereby amended by replacing sheet 3 of 19 (the Lobby Plan) with the sheet attached hereto.

All other terms and provisions of the Declaration not specifically amended or altered hereby shall continue in full force and effect.

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SIGNATURES AND ACKNOWLEDGEMENT ON FOLLOWING PAGE.]



DAVID WILLIAM HOTEL CONDOMINIUM  
 SCALE: 1" = 25'



- SURVEYOR'S NOTES:**
- 1-IMPROVEMENTS: ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING.
  - 2-C.E. : DENOTES COMMON ELEMENTS.
  - 3-C (NUMBER) DENOTES UNIT TYPE FOR EXAMPLE: C-1
  - 4-THE DIMENSIONS SHOWN HEREON OF THE CONDOMINIUM WALLS OF EACH UNIT.
  - 5-L.C.E. : DENOTES LIMITED COMMON ELEMENT ASSIGNED TO THE REFERENCED UNIT.



**CARIBBEAN LAND SURVEYORS, INC.**  
 3742 WEST 12th AVE.  
 HIALEAH, FL 33012  
 E-MAIL: CARIBBEANSURVEY@AOL.COM  
 TEL: (305) 824-0040 FAX: (305) 824-0038

SHEET 3 OF 19  
 SCALE: AS NOTED  
 DATE: 04/23/2003  
 ORDER No.: 030471  
 REVISIONS

**LOBBY PLAN**



Prepared by and return to:  
David Shear, Esq  
Fieldstone Lester Shear & Denberg, LLP  
201 Alhambra Circle, Suite 601  
Coral Gables, Florida 33134  
(305) 357-1001

**SIXTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
THE DAVID WILLIAM HOTEL CONDOMINIUM**

WHEREAS, the Restated Declaration of Condominium of The David William Hotel Condominium (the "**Original Declaration**"), was recorded on January 3, 1990 in Official Records Book 14380, at Page 2742 of the Public Records of Miami-Dade County, Florida;

WHEREAS, the Original Declaration was subsequently amended as evidenced by that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on January 29, 1990 in Official Records Book 14411 at Page 2996, and that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on March 9, 1990 in Official Records Book 14461 at Page 3277, that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on November 26, 1991 in Official Records Book 15287 at Page 734, that certain Certificate of the Association for an Amendment to the Declaration of Condominium, recorded on November 30, 1993 in Official Records Book 16147 at Page 1663, and that certain Fifth Amendment to Declaration of Condominium, recorded on June 24, 2003, in Official Records Book 21369, Page 1508, all of the Public Records of Dade County, Florida (collectively, the "**Amendments**"). The Original Declaration together with the Amendments shall herein after be referred to as the "**Declaration**"; and

WHEREAS, Article 9, Section A of the Declaration provides that the Association may amend the Declaration if such amendment is approved by at least 2/3 of the entire membership of the Board of Administration and 2/3 of the Voting Interests of the entire membership of the Association, at a regular or special meeting of the Unit Owners at which quorum was present; and

WHEREAS, a joint special meeting of the Board of Administration and the membership of the Association was held and the appropriate approval vote was obtained to amend the Declaration as set forth herein.

NOW, THEREFORE, the Declaration is amended as hereinafter provided.

1. **Article 34, Section B** to the Declaration is hereby amended as follows:

B. **Commercial Units.** Subject to the provisions of Article 9 of this Declaration and Article 33, Paragraph H of this Declaration, each Owner of a Commercial Unit (more specifically the Owners of Unit C-1, Unit C-2 and Unit C-3) shall occupy and use each such Commercial Unit only for the conduct of hotel, restaurant, office, ~~retail use~~ and/or commercial service purposes. No Commercial Unit shall be used for primarily retail purposes. However, a retail use that is ancillary to any of the permitted uses will be allowed. Notwithstanding the above provisions, the following uses shall be prohibited within any Commercial Unit: (1) adult bookstores; (2) topless bars and other topless commercial enterprises; and (3) the sale of sex paraphernalia.

Note: additions are underlined and deletions are ~~struck through~~.

All other terms and provisions of the Declaration not specifically amended or altered hereby shall continue in full force and effect.

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