

11.2 An amendment to this Declaration made by the Sponsor shall be evidenced by a Certificate executed by the Sponsor with the formalities of a deed and shall include the recording data identifying this Declaration. An amendment made to this Declaration by Unit Owners shall be evidenced by a Certificate executed with the formalities of a deed, which Certificate need not be executed by the Unit Owners, but need only be executed by the President or any Vice President of the Association attested by the Secretary or any Assistant Secretary of the Association, and shall be executed by them with the formalities of a deed and shall include the recording data identifying the Declaration, and an Affidavit executed by the President or any Vice President of the Association shall be attached to the Certificate certifying that sixty-six and two-thirds (66 2/3%) per cent or more of the Unit Owners entitled to vote voted in favor of the amendment provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded institutional mortgage as it affects a condominium unit.

11.3 As long as the Sponsor shall hold fee simple title to any unit the Sponsor may amend this Declaration to accomplish the purposes and provisions of paragraphs 7, 8, 9 and 26, including, but not limited to, an amendment which will change a unit, a condominium parcel, the Common Elements or Limited Common Elements, and such amendment shall be effective without the joinder of any record owner of any unit or the joinder of any record owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded institutional mortgage as it affects a condominium unit or change the size or dimensions of any unit not owned by the Sponsor.

12. The By-Laws of the Association are attached hereto as Exhibit D and made a part hereof, but may be amended as set forth in those By-Laws, notwithstanding anything to the contrary contained herein.

13. The name of the Association is BRIARCREEK ASSOCIATION, Inc., a non-profit corporation.

14. As long as the Sponsor owns any units in any of the buildings referred to in this agreement, or any grantee of the Sponsor upon whom the Sponsor confers the benefits provided for herein owns any unit in the condominium, the Sponsor and/or its assignee to which it has conferred the benefits provided herein, shall have the right and privilege to maintain general and sales offices in, or about the property described in the Declaration or the Declaration as amended and model units located on the property, and shall have the right and privilege to have their employees present on the premises, to show condominium units, to use the Common Elements, and without limitation to do any and all things deemed necessary or appropriate by them to sell or rent condominium parcels, all without charge.

15. A person or corporation may own more than one Condominium Parcel, but this will not change the respective undivided share in the Common Elements, percentage of sharing Common Expenses and owning Common Surplus as set forth on Exhibit B.

16. Condominium units shall be used for residential purposes only.

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