

address of the holder, insurer or guarantor and the Unit Estate number or address, such Eligible Mortgage Holder or Eligible Insurer/Guarantor shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects any material portion of the Project or any Unit Estate on which there is a mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer/Guarantor, as applicable;

(b) any delinquency in the payment of Assessments or other charges owed by any Owner of a Unit Estate subject to a mortgage held, insured or guaranteed by such Eligible Holder or Eligible Insurer/Guarantor which remains incurred for a period of 60 days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
or

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 12.2 hereafter.

Section 12.2. Special Voting Rights of Eligible Mortgage Holders. To the extent permitted by the Act, any action with respect to the Regime, including, but not limited to, amendment of the Regime Documents, restoration or repair of the Project after partial or total condemnation or casualty loss, or termination of the legal status of the Regime under the Act, requiring the vote of the Owners shall also require the consent of the Eligible Mortgage Holders holding mortgages on Unit Estates which represent at least 51 percent of the aggregate Percentage Interests of Unit Estates subject to liens of mortgages of Eligible Mortgage Holders; provided, however, that in the case of termination of the legal status of the Regime, the applicable percentage shall be 67 percent instead of 51 percent.

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