

This Instrument Prepared by:

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**AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
STAR TOWER CONDOMINIUM**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF STAR TOWER CONDOMINIUM (this "Amendment") is made as of March 21, 2013 by ALIDADE STAR TOWER, LLC, a Michigan limited liability company ("Alidade").

**RECITALS**

A. WHEREAS, the Declaration of Condominium of Star Tower Condominium was recorded on October 1, 2007 in Official Records Book 9454, Page 3593, of the Public Records of Orange County, Florida (the "Declaration").

B. WHEREAS, Alidade received an assignment of certain rights under the Declaration from Redus Florida Condos, LLC, a Delaware limited liability company (collectively, the "Assigned Rights") pursuant to that certain Assignment of Bulk Assignee Rights (Star Tower Condominium) recorded on June 27, 2012 in Official Records Book 10400, Page 117, of the Public Records of Orange County, Florida, which Assigned Rights are not meant to exclude any other rights of the developer in the Declaration, the Articles of Incorporation or Bylaws of Star Tower Condominium Association, Inc., the association responsible for the maintenance, operation and management of the Condominium (the "Association").

C. WHEREAS, Alidade, as "Assignee" under the Declaration, pursuant to Section 6.2 of the Declaration, desires to amend Section 9.1 of the Declaration to require Unit Owners (as defined in the Declaration) to obtain the prior written consent of only the Association's Board of Directors, and not also any of the other Unit Owners, for additions, alterations, or improvements to a Unit, Common Elements, or Limited Common Elements (each as defined in the Declaration), and to add a new Section 9.4 of the Declaration imposing procedures for the combining of two or more Units.

D. WHEREAS, the amendments to the Declaration set forth in this Amendment (the "Approved Amendments") were duly authorized by Alidade, as "Assignee" under the Declaration, in accordance with Section 6.2 of the Declaration.

E. WHEREAS, Alidade, as "Assignee" under the Declaration, desires to execute this Amendment for purposes of memorializing the Approved Amendments.

NOW, THEREFORE, in consideration of, and by reason of, the foregoing, Alidade, as "Assignee" under the Declaration, hereby amends the Declaration as follows:



A. RECITALS: The above recitals are true and correct and incorporated into this Amendment by this reference.

B. AMENDMENTS TO DECLARATION: Alidade, as "Assignee" under the Declaration, hereby affirms that it has duly adopted the following Approved Amendments pursuant to Section 6.2 of the Declaration, and the Declaration is hereby amended as follows (with all new language being underlined and all deleted language being ~~struck through~~):

(1) Section 9.1 of the Declaration is hereby amended as follows:

9.1 By Non-developer Unit Owners. No Unit Owner other than Developer shall make any non-structural or structural addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Element (including, but not limited to the alterations set forth in Section 16.3 of this Declaration), without the prior consent of the Board of Directors ~~and the majority of the Unit Owners~~. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit, the Common Elements, or the Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. ~~Once the Board has consented, then the proposed additions, alterations and improvements must be approved by a majority of the Unit Owners.~~ The proposed additions, alterations and improvements by the any Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association or this Declaration with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the members of the Board of Directors, and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising ~~therefrom~~ from any such additions, alterations, or improvements to the Unit, the Common Elements, or the Limited Common Elements by the Unit Owner or his or her predecessor in title, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of the installation or construction thereof as may be required by the Association. If the consent of the Board is required under this Section, t~~The~~ Board may impose administrative charges for considering any such proposal.

(2) A new Section 9.4 is hereby added to the Declaration as follows:

9.4. Unit Combinations: Any Unit Owner (including the Developer) who owns two or more Units separated by a Common Element party wall may, at his or her sole expense, combine the Units to form one dwelling by removing all or a party of that party wall, but only after obtaining (a) the consent from the Board of Directors required in Section 9.1 and Section 9.2 of this Declaration, as



applicable, and (b) the consent of any mortgagee for the combined Units prior to commencing any demolition or construction activity to combine the Units. Anything herein to the contrary notwithstanding, the Board of Directors' approval shall not be required to be given unless the Unit Owner proposing to combine the Units demonstrates to the Board of Directors' reasonable satisfaction (a) that the party selected to perform the work is capable of performing it satisfactorily in accordance with the requirements of this Declaration, and (b) that the proposed combination of Units would not in any material way (i) interfere with any other Unit Owner's use and enjoyment of his Unit, (ii) impair the Building's structural soundness, (iii) impair utility services of any kind to any Unit or the Building, or (iv) violate any applicable law or ordinance.

After such combination is complete, (a) the combined Units shall remain as separate Units under this Declaration (with the respective individual Unit numbers and legal descriptions of each of the combined Units remaining unchanged), rather than being described as one combined Unit, (b) the respective Association voting interest assigned to each of the combined Units will remain unchanged (with 1 vote per Unit), rather than a combined vote for the combined Units, (c) the respective undivided interest in the Common Elements and share in the Common Surplus and Common Expenses of each of the combined Units shall remain unchanged, and (d) the dividing wall between the combined Units shall, upon its removal in connection with the combination of the Units, be deemed a Limited Common Element appurtenant to the combined Units and maintained and insured by the Owner of the combined Units, at his or her expense. A Unit Owner who combines two or more Units in accordance with this Declaration may, at any time and at such Unit Owner's expense, restore the Common Element party wall in its original location, and shall be required to do so, at such Unit Owner's expense, before conveying one or more of the combined Units without the other combined Units, or before conveying the combined Units to different parties, with such restoration subject to the approval requirements set forth in this Section.

In the event of such a Unit combination, or the reversion from combined Units to uncombined Units, the Declaration shall be properly amended by the Association (and joined in the execution thereof by the Owners of the affected Units and any mortgagee for the affected Units), but at the sole expense of the Owner of the affected Units, to reflect such a Unit combination or reversion of a Unit combination, with such amendment to include, as an exhibit, an updated floor plan for the affected Units such that the updated floor plans, together with the plot plan for the Condominium attached to this Declaration is an accurate plot plan for the Condominium.

C. EVIDENCE OF DECLARATION AMENDMENT. The purpose of this Amendment is to reflect of record the amendment to the Declaration set forth herein, as required by Sections 718.110 and 718.112(1), Florida Statutes. The effective date of this Amendment shall be the date that it is recorded in the Public Records of Orange County, Florida.

[Signature Page Follows]



IN WITNESS WHEREOF, this Amendment has been duly executed as the date set forth above.

WITNESSES:

Name: John P. KuriaKuz

Name: Rebecca L. Batties

ALIDADE STAR TOWER, LLC,  
a Michigan limited liability company

By: [Signature]

Name: \_\_\_\_\_

Title: STEVEN J. FALISKI  
AUTHORIZED SIGNOR

STATE OF MICHIGAN )  
  )  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of March, 2013 by Steven J. Faliski, as Authorized Signor of Alidade Star Tower, LLC, a Michigan limited liability company. He  is personally known to me or [ ] has produced Driver License as identification and did not take an oath.

Patricia J Cannon  
Notary Public  
Printed Name: PATRICIA J CANNON  
Commission Number: \_\_\_\_\_  
My Commission Expires: 7-4-18

(NOTARY SEAL)

