

automatically conveyed, encumbered or leased with the Unit even though such interest is not expressly referred to in any deed, mortgage or lease in respect of said Unit.

7.4 In any deed, mortgage, lease or lien created in respect of any interest or estate in a Unit, it shall be sufficient to describe such Unit by setting forth the name of the Condominium Property, the Unit designation, and the Cuyahoga County Recorder's Volume and Page references in respect of the recording of this Declaration and the Drawings.

ARTICLE VIII
UNIT OWNERS ASSOCIATION

Declarant shall cause to be incorporated and organized the Association which shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest. Membership in the Association is limited solely to Unit Owners, and all Unit Owners shall be members. Each Unit Owner shall be bound by the Bylaws and the Rules. Such membership shall terminate upon the sale or other disposition by such member of his Condominium Ownership Interest, at which time the successor owner of said Condominium Ownership Interest shall automatically become a member of the Association. The governance of the Association and the administration of the Condominium Property shall be in accordance with the provisions of the Act, this Declaration and the Bylaws. The Board and officers of the Association, elected as provided in the Bylaws, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association, provided, however, that any such power, duty or right shall be exercisable or dischargable by, or vested in, an officer of the Association or member of the Board solely in his capacity as said officer or member of said Board, and said officer or member of the Board is authorized to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws.

ARTICLE IX
SERVICE OF PROCESS

The President of the Association shall serve as the Statutory Agent to receive service of process for the Association. Until such designation is made, Michael J. Linden, Attorney at Law, having an address at 500 National City Bank Building, Cleveland, Ohio 44114, shall be designated as such Statutory Agent. The name and address of the Statutory Agent (and of each successor) shall be filed with the Ohio Secretary of State on the appropriate forms prescribed therefor.

ARTICLE X
DUTIES OF ASSOCIATION

10.1 Except as otherwise provided in Article XI of this Declaration, the Association at all times, at its cost, shall maintain the Common Areas and Facilities (including the Limited Common Areas and Facilities) in good order, condition, replacement and repair, and shall maintain, plant, seed, reseed, fertilize, cut, and trim all the lawns and beds comprised as part of the Condominium Property. The Association shall plow snow from the driveways which are designated as Limited Common Areas in Section 7.2 hereof as well as from the Condominium Roadway defined herein.

10.2 The Declarant, prior to formation of the Association, and the Association thereafter may, but shall not be required to, delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company (herein referred to as the "Managing Agent"). Such delegation may be evidenced by a management agreement which shall provide for the duties to be performed by the Managing Agent and for the payment to the Managing Agent of a reasonable compensation as a Common Expense. Upon the expiration of each management agreement, the Association may renew said agreement or enter into a different agreement with a different Managing Agent; provided, however, that no management agreement or renewal thereof shall be for a term longer than three (3) years and shall be terminable at any time for cause upon ninety (90) days' prior written notice. In addition, no management agreement executed by Declarant on behalf of the Association shall provide for a term expiring more than one (1) year following the assumption of control of the Association by the Unit Owners, as specified in the Act, unless said management agreement is renewed by a vote of Unit Owners pursuant to the Bylaws required by Section 5311.08 of the Act. The Managing Agent, whether selected by the Declarant or the Association, may be an entity owned in whole or in part, associated with in whole or in part, or in any other manner connected or associated with any partner, agent, contractor or employee of Declarant without in any manner restricting, limiting or affecting the validity of the management agreement with said Managing Agent.

10.3 The Declarant, on behalf of itself and the Association, has entered into an Agreement with the City of Beachwood to maintain, to the same extent as if it were Common Area, the property between the Southerly property line of the Adjacent Parcel and the pavement of Bryden Road, relocated.

10.4 The Declarant on behalf of itself and the Association, has entered into an agreement with the City of Beachwood to landscape and maintain, to the same extent as if it were Common Area, the property fronting on Richmond Road located between the public sidewalk and the curb. It is understood that the property shall remain the property of the City of Beachwood and that the City may use the property in any manner whatsoever and that if the landscaping is altered, damaged or destroyed, in any way, the City shall not be held responsible.

10.5 The Association shall pay for all water charges relating to the Common Areas and Facilities. Water meters for said water are located in one (1) Unit in each Residential Building. It shall be the duty and responsibility of the Association to reimburse the owner(s) of said Unit for said water charges within seven (7) days of receipt of notice that the owner(s) has received a bill for the water charges.

10.6 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the developer) of the individual Units have given their prior written approval, the Association shall not be entitled to:

- (a) by act or omission seek to abandon or terminate the Condominium Development;
- (b) change the percentage of interest of any Unit for the purpose of : (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the percentage of interest of ownership of each Unit in the Common Areas and Facilities;
- (c) partition or subdivide any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this section);
- (e) use hazard insurance proceeds for losses to the Condominium Development for other than the repair, replacement or reconstruction of such Condominium Development.

ARTICLE XI
DUTIES OF UNIT OWNERS

- 11.1 Each Unit Owner at all times shall:
- (a) Maintain, at his cost, his Unit in good order, condition, replacement and repair, subject, however, to the provisions of Article XIV hereof;
 - (b) Maintain, at his cost, that portion of the utility systems located wholly within and servicing only his Unit, subject, however, to the provisions of Article XIV hereof;
 - (c) Perform his responsibilities in such a manner as shall not unreasonably disturb the Occupants of other Units;
 - (d) Pay all costs for utility services furnished to his Unit and to any Limited Common Area and Facilities to which he has the exclusive use thereof.
 - (e) Pay all costs for the monitoring and servicing of the Security System, if any, furnished to his Unit.
 - (f) Promptly report to the Association or the Managing Agent, if any, employed by it the need for any repairs to any portion of the Condominium Property which are the obligation of the Association to maintain hereunder;
 - (g) Reimburse the Association for such costs, if any, in excess of proceeds of insurance, as the Association shall incur for maintaining, repairing or replacing any portion of the Common Areas and Facilities (including those portions thereof designated in this Declaration as Limited Common Areas and Facilities) which may be damaged or destroyed by his act or negligence or by the act or negligence of any of his tenants, invitees, licensees or guests;

11.2 If a Unit Owner shall fail to perform the duties to be performed by him pursuant to this Article XI, the Association shall perform said duty on behalf of said Unit Owner, and the cost so incurred shall constitute a Special Charge and shall be borne solely by the Unit Owner on whose behalf the Association shall have performed such duty and incurred such cost.

ARTICLE XII
COMMON EXPENSES AND SPECIAL CHARGES: COMMON PROFITS

12.1 The costs, expenses and charges paid or incurred by the Association, for the common purposes of the Unit Owners, in administering the Condominium Property, in performing its duties and in furnishing the services authorized or required to be furnished by it pursuant to this Declaration, the Bylaws and the Act shall be Common Expenses, assessed and collected in the manner provided by the Bylaws.

12.2 Any Assessment or Special Charge not paid within ten (10) days after the same shall have become due and payable shall be subject to a late charge and/or shall bear interest until the same shall have been paid at a rate fixed by the Association, but in no event greater than the maximum rate permitted by law. The Association shall have a lien upon each Condominium Ownership Interest in respect of which any Assessments or Special Charges shall remain unpaid for ten (10) days after the same have become due and payable, in like manner and with the same effect as the lien of the Association for Common Expenses accorded by Section 5311.18 of the Act.

12.3 In the event a mortgagee in whose favor a first mortgage or second mortgage shall have been granted with respect to any Unit shall acquire title to the Unit as a result of the foreclosure of such mortgage or by voluntary conveyance in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the share of the Assessments and Special Charges assessed by the Association with respect to such Unit as shall become due prior to such acquisition of such title to such Unit. Such unpaid share of Assessments and Special Charges shall, in such event, be Common Expenses collectible from and allocated to all of the Units, including such Unit, the title to which shall have been obtained as result of foreclosure or deed in lieu of foreclosure.

12.4 In the event that a Unit shall be voluntarily conveyed by a Unit Owner, other than a mortgagee who shall

have obtained title thereto as a result of foreclosure or deed in lieu of foreclosure, the grantee thereof (automatically upon acquiring title thereto) shall be liable for all unpaid Common Expenses and Special Charges which shall have become due prior to such conveyance, without prejudice, however, to the right of the grantee to recover from his grantor such amounts as shall be paid by the grantee therefor.

12.5 The Common Profits shall be distributed among the Unit Owners in accordance with their respective percentages of interest in the Common Areas and Facilities appurtenant to their respective Units.

12.6 Upon the conveyance or transfer of title to a Unit (whether voluntarily or involuntarily), all funds, credits and Common Profits then pertaining to such Unit shall automatically inure to the sole benefit of the grantee or transferee of such Unit.

ARTICLE XIII EASEMENTS

13.1 The Condominium Property is hereby made subject to the following easements, each of which shall be in perpetuity (unless otherwise limited by the Act or indicated herein), shall run with the land, and shall inure to the benefit of and be binding upon the Declarant, each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, and any other person having an interest in the Condominium Property, or any part thereof, and their respective heirs, devisees, administrators, executors, personal representatives, successors and assigns:

- (a) In the event that (i) by reason of the construction, reconstruction, repair, restoration, settlement or shifting of any of the Residential Buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit presently encroaches or hereafter encroaches upon any of the Common Areas and Facilities or any other Unit, or (ii) by reason of the design or construction of the utility systems comprised within the Condominium Property any pipes, ducts, wires, cables, conduits or public utility lines serving a Unit presently or hereafter encroaches upon any other Unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit

of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the Residential Buildings containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of any other Unit Owner if such encroachment occurred due to the willful conduct of any Unit Owner.

- (b) Each Unit shall be subject to such easements of access as may be necessary for the maintenance, repair or replacement of any Common Areas and Facilities or the operation of the Residential Building in which such Unit is located, and shall be further subject to such easements as may be necessary for the installation, maintenance, operation, repair, removal or replacement of any pipes, ducts, conduits, wires, cables, public utility lines or structural components running through the walls of the Units whether or not such walls lie in whole or in part within the bounds of a Unit. Each Unit Owner shall have the permanent right and easement to and through the Common Areas and Facilities, including but not limited to any walls, for the use of water, sewer, power, television antenna, cables, and other utilities now or hereafter existing within the walls.
- (c) The Association may hereafter grant easements for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and cables over, under, along and on any portion of the Common Areas and Facilities, and each Unit Owner and the holder(s) of any mortgage(s) encumbering his Unit hereby grant the Association an irrevocable power of attorney, coupled with an interest, to execute, acknowledge and record, for and in the name of such Unit Owner and such mortgagee(s), such instruments as may be necessary to effectuate the foregoing.
- (d) Each Unit shall be subject to the temporary easements more fully set forth in Exhibits E and G, which easements are for construction purposes and which are necessary only until the Condominium Property is expanded as provided for herein and each Unit shall be subject to the utility easement reserved by the Declarant which is more fully set forth in Exhibit H hereof.

- (e) Each Unit shall be subject to the easement more fully set forth in Exhibit I which easement is for the Condominium Roadway. Said easement shall become Common Area to the Condominium Property when fully expanded.
- (f) Subject to the provision of Section 21.2 of this Declaration, the Declarant reserves unto itself, for the benefit of and use by Declarant, its agents, licensees, servants, tenants, personal representatives, successors and assigns: (i) an easement for ingress and egress over, through and under a Unit and/or Limited Common Areas when such ingress and egress is necessary for Declarant to perform Declarant's warranty obligations in accordance with Section 21.4 of this Declaration; and (ii) an easement in order periodically to enter upon the Condominium Property, to construct and install, at its sole cost and expense, such storage facilities, enclosed parking areas, and/or unenclosed parking areas and amenities as Declarant in its discretion shall consider appropriate for the enhancement of the Condominium Property.

13.2 Each grantee of a Unit, and each mortgagee in whose favor a mortgage with respect to any Unit is granted, shall be subject to each of the easements herein provided, in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be) as exceptions thereto, notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

ARTICLE XIV
INSURANCE, DAMAGE AND DESTRUCTION

14.1 The Association, as a Common Expense, shall obtain for the benefit of the Association, all of the Unit Owners and their respective mortgagees, as their interest may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Section 14.3 of this Declaration) on the following (comprising and being hereinafter referred to as the "Insured Property"): The Residential Building, and all structures and improvements and facilities now and at any time hereafter constituting a part of the Common Areas and Facilities and all personal property owned by the Association. Said insurance shall afford protection against loss or damage by fire, lightning and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Cuyahoga County, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements and facilities similar in construction, location and use as the buildings, structures,

improvements and facilities comprised as part of the Condominium Property, including without limitation, vandalism, malicious mischief, boiler and machinery, plate glass and water damage. The property insurance to be purchased hereunder shall be in an amount equal to the full replacement cost of the Insured Property, exclusive of excavations and foundations and such improvements to individual Units which may be separately insured by Unit Owners as provided in Section 14.3 of this Declaration. Except for such of the following provisions (if any) that are not obtainable in casualty insurance for other comparable condominium developments (as defined in the Act) in Cuyahoga County, Ohio, such casualty insurance shall provide (i) for the issuance of certificates of insurance to the Unit Owners, (ii) for the issuance of certificates of insurance to the holders of mortgages on the Units, (iii) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property, (iv) for the payment of claims without apportionment or contribution, as though no other policy existed, (v) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "occupancy and vacancy" clause, (vi) that the insurer waives its right of subrogation against Declarant, Unit Owners, the Association, any Managing Agent and their respective families, agents, guests, employees, officers, partners, successors, shareholders, and all persons lawfully in possession or control of any part of the Condominium Property, (vii) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of Chapter 5311 of the Act, and (viii) that coverage under such insurance will not be terminated, cancelled or materially modified making coverage more restrictive without ten (10) days prior written notice to all insureds, including each mortgagee holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required within thirty (30) days after the inception date thereof.

14.2 All property insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee(s), as their respective interests may appear. Such property insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees. Such insurance may have a deductible clause in a reasonable amount (One Thousand Dollars (\$1,000) shall be considered a reasonable amount at the time this Declaration is filed for record), and shall be obtained by the Association for the benefit of the Declarant, the Association, each of the Unit Owners, and the holders of mortgages upon the Ownership Interest, as their interests may appear.

- (f) Each Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property shall be required to file a copy of each such individual policy or a certificate thereof with the Secretary of the Association within thirty (30) days after the purchase of such insurance.

14.4 Notwithstanding the foregoing, until the Association is formed, the insurance required to be procured by the Association shall instead be procured by Declarant.

14.5 Liability Insurance.

The following provisions shall govern in respect of liability insurance:

- (a) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring:
 - (i) the Association, the Board, the Managing Agent, if any, and the Unit Owners, against liability for bodily injury or property damage occurring upon, in or about, or arising from the Common Areas and Facilities; and
 - (ii) the Association, the Board, the Managing Agent, if any (but not the Unit Owners), against liability for bodily injury or property damage occurring upon, in or about, or arising from, the Units. Such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury suffered by any one (1) person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one

- 14.3 (a) Each Unit Owner shall separately insure his Unit and all improvements and betterments made by such Unit Owner at his expense against loss by fire and other hazards now or hereafter embraced by extended coverage and vandalism and malicious mischief. The Association shall have no responsibility or obligation to insure such improvements and betterments for or on behalf of the Unit Owners.
- (b) No Unit Owner shall maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all Unit Owners and their mortgagees, may realize under any insurance policy which the Association may have in force on the Common Areas and Facilities at any particular time.
- (c) The insurance which shall be purchased by a Unit Owner shall be such personal liability and personal property insurance as such Unit Owner may desire.
- (d) If any diminution in insurance proceeds on insurance purchased by the Association results from the existence of insurance purchased by a Unit Owner for the same casualty and loss as that covered by a policy purchased by the Association, then said Unit Owner shall be liable to the Association to the extent of any such diminution and/or loss of proceeds; and all proceeds of the Unit Owner's policies which were brought into proration with the policies of the Association shall be due and payable directly to the Association, it being agreed by the Unit Owner that his policies were purchased in trust and for the benefit of the Association.
- (e) Each policy of insurance obtained by any Unit Owner shall contain, if obtainable, a clause or endorsement providing in substance that the insurance shall not be prejudiced if the insureds have waived right of recovery from any person or persons prior to the date and time of loss or damage, if any.

- (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.
- (b) Such comprehensive liability policy shall not insure the Unit Owner against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner, however, may carry such additional personal liability insurance as he may desire.
- (c) Notwithstanding the foregoing, until the Association is formed, such comprehensive liability insurance to be procured by the Association shall instead be procured by Declarant.

14.6 The Association shall also obtain such other insurance as the Board in its discretion may determine.

14.7 Damages or Destruction. In the event a Unit as described in Section 6.1 hereof shall be damaged or destroyed, the Unit Owner shall make all necessary repairs and restoration and shall apply in payments thereof the insurance proceeds received by him. In the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire cost of such repairs or restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by the Unit Owner.

In the event the Unit Owner fails or refuses to make the necessary repairs or restoration, within a reasonable time, the Association may, after reasonable notice, make such necessary repairs and restoration and shall apply in payment thereof the insurance proceeds made available to the Unit Owner and in the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire cost of such repairs or restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by and assessed against the Unit Owner.

In the event a Unit Owner shall refuse or fail, after reasonable notice, to pay such cost and assessments, the Association shall have a lien upon the estate or interest of such owner, enforceable to the same extent and in the same manner as any other assessments made by the Association.

14.8 In the event the buildings, structures or improvements now or at any time hereafter comprising the Common Areas and Facilities of the Condominium Property shall be damaged or destroyed, the Association shall promptly make all necessary repairs and restoration and shall apply in payment thereof the insurance proceeds received by it, provided, however, that in the event such damage or destruction results from any peril not insured against, or if the insurance proceeds shall not be available to pay the entire cost of such repairs and restoration, the entire costs for such repairs and restoration or the amount of the difference between the insurance proceeds available therefor and the cost for such repairs and restoration (as the case may be) shall be borne by and assessed against all owners of Units proportionate to their respective percentages of interest in the Common Areas and Facilities.

14.9 Notwithstanding the provisions of the foregoing paragraphs of Article XV of this Declaration, in the event that the buildings, structures and improvements comprising the Common Areas and Facilities of the Condominium Property shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, the Owners, by the affirmative vote of those entitled to exercise not less than seventy-five per cent (75%) of the voting power, may elect not to repair or restore the Condominium Property. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all owners of Units, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all owners of Units in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit shall have been paid, released or discharged.

ARTICLE XV CONDEMNATION

In the event of a taking by condemnation or by eminent domain (or sale in lieu thereof) of all or part of the Common Areas and Facilities, the award payable for such

taking shall be applied by the Association for repair, restoration or reconstruction of such Common Areas and Facilities, unless the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power elect not to repair, reconstruct or restore such Common Areas and Facilities. Any such election shall be made in the manner provided in subsection 14.9 of the Declaration. In the event of such an election, the Association shall disburse the net proceeds of such award to the Unit Owners in proportion to their respective interests in the Common Areas and Facilities and in the manner provided in said subsection 14.9. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on his Unit have been paid, released or discharged.

ARTICLE XVI
RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each mortgagee holding a first mortgage encumbering a Unit:

- (a) The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration, the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not cureable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).
- (b) A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Assessments or Special Charge at the time said written request is received by the Board.

- (c) In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first mortgagees for information required by regulations of the Federal Home Loan Bank Board, Federal National Mortgage Association, Government National Mortgage Association and Mortgage Guaranty Insurance Corporation (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.
- (d) Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting.

ARTICLE XVII
OBSOLESCENCE

The Association, by the affirmative vote of the Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, may determine that the Condominium Property is obsolete, in whole or in part, and should be renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. Any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President or other chief officer of the Association, within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, less the amount of any liens and encumbrances thereon as of the date such vote is taken, in return for a conveyance of his Unit (subject to the liens and encumbrances thereon) to the Association, as trustee for all other Unit Owners. In the event of such election, such conveyance and payment of the consideration therefor (which shall be a Common Expense, assessed only against the Unit Owners who have not so elected) shall be made within ten (10) days thereafter, and if a Unit Owner who shall have so elected and a majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of a board of three appraisers. One of such appraisers shall be appointed by such electing Unit Owner, one shall be appointed by the Board, and the third shall be appointed by the first two appraisers.

ARTICLE XVIII
REMEDIES FOR BREACH OF COVENANTS AND RULES

18.1 If any Unit Owner (either by his own conduct or by the conduct of any Occupant) shall violate any covenant, restriction, condition or provision in this Declaration, the Bylaws or the Rules, the Association shall have the right, in addition to the rights set forth elsewhere in this Declaration and those provided by law, (a) to enter upon the Unit or portion thereof upon which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the Bylaws or the Rules, and the Association, or its agent, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

18.2 If any Unit Owner (either by his own conduct or by the conduct of any Occupant) shall violate any covenant, restriction, condition or provision in this Declaration, the Bylaws or the Rules, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Association, then the Association shall have the right, upon the giving of ten (10) days' prior written notice, to terminate the rights of such Unit Owner or Occupant to continue as Unit Owner or Occupant and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Association against such Unit Owner or Occupant for a decree of mandatory injunction against said Unit Owner or Occupant or (subject to the prior consent in writing of any mortgagee having an interest in such Unit, which consent shall not be unreasonably withheld), for a decree declaring the termination of the right of such Unit Owner or Occupant to occupy, use or control the Unit owned or occupied by him and ordering that all the right, title and interest of such Unit Owner or Occupant in his Unit shall be sold (subject to any liens and encumbrances thereon) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner or Occupant from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's or receiver's fees, reasonable