

- M. The failure of any unit owner to comply with the provisions of the Declaration, By-Laws and any Articles of Incorporation will give rise to a cause of action in the Owner's Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.
- N. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for pro rata share of such assessment or charges resulting from a pro rata reallocation of such assessments or charges to all Project units including the mortgaged unit.
- O. The Board hereby agrees to give the FHLMC, in care of the Servicer of any mortgage in said Regime owned by FHLMC at Servicer's address, notice in writing of any damage to a condominium unit in said Regime covered by a mortgage purchased in whole or in part by FHLMC, in excess of One Thousand and No/100 (\$1,000.00) Dollars.
- P. The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.
- Q. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:
- a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
 - b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.