

for ingress to and egress from each residence over and across the common area is hereby granted to each co-owner, his heirs and assigns, such easement being a perpetual right appurtenant to residence ownership.

In the event any portion of the common elements encroaches upon any residence or any residence encroaches upon the common elements or another residence as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance, repair and replacement of the same shall exist so long as the encroachment exists.

XVIII. CONDOMINIUM DEEDS. The form of deed by which the Developer will convey a residence shall be substantially in the form attached hereto as Exhibit "F".

XIX. APARTMENT TRANSFERS. Any transfer of a residence shall include all appurtenances thereto whether or not specifically described, including but not limited to the residence owner's share in the common areas and facilities, Association membership and interest in funds and assets held by the Association or by the Insurance Trustee.

XX. SEVERABILITY. The invalidity of any covenant, restriction or other provision of the condominium documents shall not affect the validity of the remaining portions thereof.

XXI. ADDITIONAL PROVISIONS RELATING TO MORTGAGEES. The following provisions, in addition to provisions set forth elsewhere in the condominium documents, shall be applicable to the holders of first mortgages upon the individual residences contained in the condominium.

A. The holder of any such mortgage shall be entitled to written notification from the Association or the Manager at least 30 days prior to the effective date of (i) any change in the condominium documents or regulations adopted pursuant thereto, and (ii) any change of the Manager (not including change in employees of a corporation acting as Manager), provided that the Manager shall have been furnished written notice of the address to which such notification shall be sent.

B. The holder of any such mortgage shall be entitled to written notification from the Association or the Manager of any default in the performance of the obligations of such residence owner under the condominium documents or the regulations adopted pursuant thereto which is not cured within 60 days, provided that the Manager has been furnished written notice of the address to which such notification shall be sent.

C. Unless all holders of first mortgages on individual residences have given their prior written approval, the Association, Board of Directors and Manager, as the case may be, shall not (i) fail to employ a professional manager for the condominium, (ii) change the pro-rata interest or obligation of any apartment for purposes of levying assessments and charges and determining shares of the common elements and limited common elements and

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