

parcel as a result of foreclosure of the first mortgage, or by Deed in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former Unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit owners including such acquirer, his successors and assigns.

9. Easement for Unintentional and Non-Negligent Encroachments. The co-owners of the respective Units agree that if any portion of a Unit or General Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the Buildings are partially or totally destroyed, and then rebuilt, the co-owners of the Units agree that encroachments on parts of the General Common Elements or Limited Common Elements or Units, as aforedescribed, due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

10. Restraint Upon Separation and Partition of General Common Elements and Limited Common Elements. Recognizing that the proper use of a Unit by any co-owner or co-owners is dependent upon the use and enjoyment of the General Common Elements and Limited Common Elements in common with the co-owners of all other Units, and that it is in the interest of all co-owners of Units that the ownership of the General Common Elements and Limited Common Elements be retained in common by the co-owners of Units in the property, it is declared that the percentage of the undivided interest in the General Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided and no co-owner of any Unit shall bring or have any right to bring any action for partition or division.

11. Easement for Air Space. The co-owner of each Unit shall have an exclusive easement for the use of the air space occupied by said Unit as it exists at any particular time and as said Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

12. Ownership of Condominium Units and Voting. The owners of condominium Units, including the Grantor, shall be entitled to one (1) vote for

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