

B. Partial or Total Taking Directly Affecting Units. If part or all of the Property shall be taken or condemned by any authority having the power of eminent domain, such that any Unit or a part thereof (including a Limited Common Area) is taken, the Association shall act on behalf of the Unit Owners with respect to Common Areas as in Paragraph A above, without limitation on the right of any Mortgagees of any one or more Units to represent their own interests, and the proceeds shall be payable as outlined therein. The Unit Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units (including the taking of a Limited Common Area). The awards so made shall, subject to the prior rights of Mortgagees, be used and distributed by the Trustee first to restore the units and common buildings or facilities on the remaining land of the Condominium in the same manner as provided for restoration under the Master Deed to the extent possible, attempting to rebuild buildings containing new Units of the same number, size and basic plan as the Units taken, with any excess award distributed in accordance with the provisions of the Master Deed. In the event the Board of Directors determine that such a taking so removes land and buildings containing Units that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless seventy-five (75%) percent of the Unit Owners and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest in the common areas subject to mortgages, vote to accept an alternative plan, then the association shall submit the issue to arbitration in accordance with the rules then obtaining of the American Arbitration Association for remedies with respect to the continued existence or reform of the condominium, with the division of the award as to the taken and remaining units, and such other remedies as may be required, provided that no such award shall impair the validity or priority of or affect any rights or remedies of any mortgagee of Sponsor.

XXX. FUTURE STAGES

Sponsor, its agents, designees and contractors reserve the right to go onto and work upon the common area in order to construct the staged condominium units, parking areas, roads, water and sewerage systems, telephone, television and electrical lines and other facilities to complete the condominium development.

Sponsor reserves the right to assign all or any portion of the rights and privileges granted and reserved to Sponsor. The consent of any residence owner and mortgage holder shall not be required. However, any person to whom said rights and privileges are assigned must agree to construct the building and other facilities in good workmanlike manner using the same or higher building standards, design, workmanship and materials as used in the original stage. Said rights and privileges may be further assigned provided the above standards are adhered to.

Sponsor, its successors and assigns, reserves the right to accept and grant easements to public authorities for utilities for water, sewer, electricity, gas, television and telephone.

XXXI. PARKING

Only a passenger automobile in operating condition with a then current and effective license tag and inspection sticker may be parked upon or in parking areas and spaces, and the Manager may cause property stored or parked in violation hereof removed at the expense of the residence owner who parked or stored the same or whose lessee, family member, invitee, or lessee's family member or invitee parked or stored the same or at the expense of the residence owner on whose behalf the same is parked or stored or who caused or permitted such parking or storage. The cost of removal and further storage shall be assessed against the residence owner liable for such cost hereunder.

No boats, trailers, trucks, motorcycles, minibikes, recreational vehicles or non-automobiles may be parked in common area without approval of the Association.

No mechanical or body work, maintenance or repair on any vehicle or boat shall be performed on property included in Washington Park East Horizontal Property Regime.

XXXII. APPOINTMENT OF POWER OF ATTORNEY

Every purchaser of a residence shall purchase such residence and every mortgagee and lienholder thereof shall take title, or hold his interest with respect thereto, with notice of Sponsor's plan of development as herein set forth, and, irrespective of the