

co-owner such instruments as may be necessary and property to or for the granting of such easements.

ARTICLE VIII. Easement for Unintentional and Non-negligent Encroachments. If any portion of the general common elements or limited common elements now encroaches upon any unit or any unit now encroaches upon any other unit or upon any portion of the general common elements or limited common elements as a result of the construction or repair of any building or if any encroachment shall occur hereafter as a result of settlement or shifting of any building or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building shall exist. In the event any building, any unit, any adjoining units, or any adjoining general common element or limited common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, the reconstructive encroachments of parts of the general common elements or limited common elements upon any unit or over any unit, upon any other unit, or upon any portion of the general common elements or limited common elements due to such reconstruction shall be permitted and valid easements for such encroachments and maintenance thereof shall exist so long as the building or buildings shall stand.

ARTICLE IX. Maintenance and Repair.

1. No unit owner shall do or cause to be done any work affecting any individual unit which would jeopardize the soundness or safety of the condominium property, reduce the value thereof or impair any easement or hereditament therein. Further, and unless otherwise stated herein, no unit owner shall make or cause to be made any structural addition or alteration to his/her unit or to the general common elements or limited common elements nor make any alteration, replacement or change in or to the general common elements or limited elements nor shall he/she alter, replace, perform any work of any kind on the exterior of the building without in every such case first obtaining in writing the specific consent of the Board of Directors.

2. It shall be the responsibility of the Association to maintain, repair and replace: