

G. Any institutional holder of a first mortgage on a unit for the insurer of such first mortgage and the unit owner in the Condominium will, upon request, be entitled to: (a) inspect the books and records of the Condominium during normal business hours; and (b) receive an annual audited financial statement of the Condominium; and (c) written notice of all meetings of the Association and first mortgages and the insurer shall be permitted to designate a representative to attend all such meetings.

H. In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Condominium will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of any insurance proceeds.

I. If any unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Condominium will entitle the owner of a unit or other party to priority over such institutional holder with respect to the distribution to such unit of the proceeds of any award or settlement.

J. 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 Association and any aggrieved unit owner for the recovery of damages, or for injunctive relief, or both.

K. 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 a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Project units including the mortgaged unit.

L. The Board hereby agrees to give the Federal Home Loan Mortgage Corporation (FHLMC) 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.

ARTICLE XIX  
(Condemnation)

A. Partial Taking without Direct Effect on Units. If part of the Property shall be taken or condemned by any authority having the power