

modification to the common elements, or any additions or improvements thereto shall be made by the Board of Directors without the prior approval of not less than two-thirds (2/3rds) of the total voting interest of the condominium. No additional units shall be created upon the condominium property without the unanimous approval of the total voting interests of the Association.

16. EASEMENTS

A. Authority to Grant Easements. The Association shall have the authority to grant permits, licenses and easements over the common elements, and to move or modify the same, for utilities, ingress and egress, cable television service and for other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

B. Encroachments. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

C. Ingress and Egress. Unit owners shall have easements over and across the common elements for ingress and egress to adjacent public rights of way over designated entrances and exits as more particularly described on Exhibit A attached hereto.

17. LEASE OF UNITS BY A UNIT OWNER

A. Leases and Rentals. Any rental by an owner of a unit shall be in writing and shall be for a minimum period of not less than twelve (12) months. The restriction limiting the terms of rentals may be amended only by the affirmative vote of two-thirds (2/3rds) of

the voting interests in the condominium. The purpose of this rental restriction is to maintain a congenial and stable commercial complex, non-transitory in nature, and this covenant shall exist until amended or until the condominium is terminated.

B. Copies of Condominium Documents. The Board of Directors of the Association shall make available current copies of the Declaration of Condominium, Articles of Incorporation, Bylaws, Rules and Regulations, the most recent financial statements and other such documentation to any prospective transferee of a unit, at the Association's actual cost for preparing or furnishing the copies.

18. LIABILITIES AND REMEDIES

A. Payment of Assessments. Each unit owner shall pay the assessments or assessment installment against the unit on or before the first day of the month in which such assessments are due, and any and all assessments or assessment installments levied shall bear interest at the maximum rate allowed by law, applicable to individuals, from and after the date that they shall become due. No owner may be exempt from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of the unit.

B. Claim of Lien. All such assessments or assessment installments levied upon each unit or unit owner shall constitute a lien in favor of the Association against the owner's unit, effective as to the fixed monthly assessment on the first day of each month and as to additional assessments or assessment installments, if any, as of the date when the common expense giving rise thereto was incurred by the Association. Such lien shall be