

In common elements appurtenant to each condominium unit bears to the total undivided interest in common elements appurtenant to all condominium units. In the event that any tax or special assessment shall be levied against the Condominium in its entirety without apportionment by the taxing authority to the condominium units and appurtenant undivided interests in common elements, then the assessment by the Association, which shall include the proportionate share of such tax or special assessment attributable to each condominium unit and its appurtenant undivided interest in common elements, shall separately specify and identify the amount of such assessment attributable to such tax or special assessment, and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any condominium unit and its appurtenant undivided interest in common elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each condominium unit and its appurtenant undivided interest in common elements.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be included as a common expense in the annual budget of the Association.

In the apportionment of any tax or special assessment in accordance with the provisions of this Article XXV, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a limited common element which may be an appurtenance to any condominium unit.

XXVI.

LIMITATION ON SALE OR LEASE OF CONDOMINIUM UNITS

In order to assure a community of congenial residents and thus protect the value of the condominium units, the sale, leasing and other alienation of condominium units shall be subject to the following provisions:

Until the Condominium is terminated or until the Condominium buildings are no longer tenantable, whichever shall first occur, no condominium unit owner may dispose of a condominium unit or any interest therein by sale, lease or otherwise, except for a transfer by one spouse to another, without approval of the board of directors of the Association obtained in the manner herein provided.

A. With the exception of transfer of ownership of any condominium unit by one spouse to another, should the owner of any condominium unit be desirous of leasing or selling such condominium unit, the Association is hereby given and granted the right to approve or disapprove of the proposed purchaser or lessee of such condominium unit, as the case may be; and no owner of a condominium unit shall lease or sell the same to any party without first having given the Association notice in writing of such lease or sale as herein provided, thereby giving the Association the opportunity to determine whether it will approve the proposed lessee or purchaser. In the event that the Association does not approve the proposed lessee or purchaser, then the Association shall have the right to lease or to purchase the said condominium unit on the same terms and conditions as those contained in any bona fide offer which the owner of such condominium unit may have received for the lease or purchase of his condominium unit. Whenever the owner of any condominium unit has received a bona fide offer to lease or purchase his condominium unit (which offer shall have been accompanied by a substantial earnest

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