

The provisions hereof with respect to the Association's right of first option shall not apply to purchases, sales or leases made by the Developer.

If any sale or lease of a Unit is made or attempted by any unit co-owner without complying with the foregoing provisions, such sale or lease shall be voidable by the Association and shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Association's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the unit co-owners in the manner herein provided for amendments of this Deed. The Board of Directors of the Association may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

The Board of Directors shall have the power and authority to bid for and purchase any Unit at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon the consent or approval of unit co-owners owning not less than a majority in the aggregate of the total ownership interest in the General Common Elements.

XXII.

REMEDIES

In the event of any default by any unit co-owner under the provisions of the Act, Deed, By-Laws, or rules and regulations of the Association, the Association and the Board of Directors shall have each and all of the rights and remedies which may be provided for in the Act (except as otherwise provided in the Deed or By-Laws), Deed, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting unit co-owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such unit co-owner, or for damages or injunction or specific performance or for judgement for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of