

agents the right and power to bring all actions against him personally for the collection of such charges as a debt or foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article XIV shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid in the Unit at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the General Common Elements or abandonment of his Unit.

Section 8. Priority of Lien. The lien of the Assessments provided for in this Article XIV shall be prior and superior to all other liens except (a) ad valorem taxes and (b) first mortgages on each Unit. The sale or transfer of any Unit shall not affect the Assessments lien; provided, however, that the sale or transfer of any Unit pursuant to the foreclosure of a first mortgage thereon or a deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to the payments thereon which became due prior to such sale, transfer or deed in lieu. No such sale or transfer shall relieve such Unit from liability for any Assessments thereafter becoming due or from the lien thereof.

XVI.

REMEDIES

In the event of any default by any Unit Owner under the provisions of this Master Deed, the aforesaid Horizontal Property Act, the 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 said Act (except as limited in the Master Deed or By-Laws), the Master Deed, the 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 party 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 Owner, or for damages or

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