

B. The co-owner or co-owners of each Unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or his or their guest, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the co-owner of any Unit, Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court, but in no event shall the co-owner of any Unit be entitled to such attorney's fees.

D. The failure of Association or of the co-owner of a Unit to enforce any right, provision, covenant or condition which may be granted by this Master Deed or other abovementioned documents shall not constitute a waiver of the right of Association or of the co-owner of a Unit to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to Association or the co-owner or co-owners of a Unit pursuant to any terms, provisions, covenants or conditions of this Master Deed or other abovementioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

XXVII.

USE OR ACQUISITION OF INTEREST IN PROPERTY TO RENDER USER
OR ACQUIRER SUBJECT TO PROVISIONS OF MASTER DEED, RULES
AND REGULATIONS

All present or future owners, tenants, or any other person who might use the facilities of 222 Henrietta Horizontal Property Regime in any way, are subject to the provisions of this Master Deed, and the mere act of occupancy of any Unit, or the mere acquisition or rental of any Unit, shall signify that the provisions of this Master Deed are accepted and ratified in all respects.

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