

to pay such Assessment, however, shall remain his personal obligation and if his successor in title assumes his personal obligation, such prior Condominium Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which he was obligated to pay immediately preceding the transfer; and such prior Condominium Owner and his successor in title who assumes such liabilities shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such prior Condominium Owner and his successor in title creating the relationship of principle and surety as between themselves other than one by virtue of which such prior Condominium Owner and his successor in title creating the relationship of principle and surety as between themselves other than one by virtue of which such prior Condominium Owner and his successor in title would be jointly and severally liable to pay such amounts. Upon the sale or conveyance of a Unit, all unpaid Assessments against an Owner shall first be paid out of the sale price or by the purchaser in preference over any other Assessments except Assessments, liens and charges for taxes past due and payments due under mortgage instruments or encumbrances duly recorded.

Any such Assessment not paid by the 10th of the month within which such Assessment is due shall bear interest from such date (the "delinquency date") at the maximum legal rate allowable under South Carolina law. The Association may bring legal action against the Condominium Owner personally obligated to pay the same or foreclose its lien against the Condominium Unit to which it relates or pursue either such course at the same time or successively. In any such event, the Association shall also be entitled to recover reasonable attorney's fees actually incurred and all other costs of collection. Each Condominium Owner, by his acceptance of a deed or other conveyance to a Condominium Unit, vests in the Association or its agent the right and power to bring all actions against him personally for the collection of such charges as a debt and to foreclosure sale and to require, hold, lease, mortgage and convey the same. No Condominium Owner may be relieved from the Assessments provided for herein by abandonment of his Condominium Unit or otherwise.

Section 8. (a) The lien and permanent charge for the annual and