

Every co-owner of a Unit, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of said Association, and by the provisions of this Master Deed.

A. Failure to comply with any of the terms of this Master Deed or other restrictions and regulations contained in the charter or By-Laws of the Association, or which may be adopted thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure or liens of any combination thereof, and which relief may be sought by Association or, if appropriate, by an aggrieved co-owner of a Unit.

B. The co-owner or co-owners of each Unit shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guest(s), employe(es), agent(s) or lessee(s), but only to the extent that such expense is not met by the proceeds of insurance carried by the 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 proceedings, and such reasonable attorneys' fees as may be determined by the Court, but in no event shall the co-owner of any Unit be entitled to such attorneys' 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 above mentioned 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 above mentioned 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

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