

The Board of Directors of the Association may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing the aforesaid lien(s) and may settle and compromise same if in the best interest of the Association. Said lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced.

In case of such foreclosure aforesaid, the Unit co-owner shall be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit co-owner and/or occupant.

When a mortgagee obtains title to a Unit as a result of foreclosure, or when a mortgagee accepts a deed in lieu of foreclosure, or if the Association obtains title as a result of a lien foreclosure, such acquirer of title, his grantees, heirs, successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Unit, or chargeable to the former unit co-owner of such unit, which become due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit co-owners in the property, excluding such acquirer, his grantees, heirs, successors and assigns.

Any other person who acquires an interest in a Unit except as stated in the above paragraph, such person acquiring title shall not be entitled to occupancy of the unit or enjoyment of the General Common Elements until such time as all unpaid assessments due and owing by the former unit co-owner have been paid.

In any voluntary conveyance of a unit, the Grantee shall be jointly and severally liable with Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of Grantee to recover from Grantor the amounts paid by Grantee therefor, except as to a mortgagee taking deed in lieu of foreclosure and as to a mortgagee's subsequent Grantee, and as to any person who acquires a unit

0873

4328 RV-23