

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.

The failure of Association or 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.

All rights, remedies and privileges granted to the 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.

The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to the Developer by the condominium documents shall not constitute waiver of the right of Developer to thereafter enforce such right, provision, covenant or condition in the future.

XXIX

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 Charter Oaks 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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