

4. Should the residence of any owner become subject to a first mortgage in good faith for value, the holder thereof upon coming into possession of such residence pursuant to the remedies provided in the mortgage, or upon foreclosure of the mortgage, or conveyance or sale in lieu of such foreclosure or sale under power, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the fee ownership of said residence without offer to the Association, notwithstanding the above provisions, but the seller shall otherwise sell and the purchaser or lessee shall take, subject to the Declaration, the by-laws and the Act.
5. A sale or lease in violation of the provisions of this right of first refusal is voidable by the Association.
- G. Exclusive listing. For and during the period beginning with the filing of this Declaration and ending January 31, 1979, the Developer or his designee, provided such person is a licensed real estate broker, agent or salesman authorized by law to offer a residence for sale on behalf of the residence owner, is hereby granted the exclusive right and authority to sell any residence in the condominium for a period beginning at the time at which such residence is first offered for sale by the then owner of such residence and ending thirty days after notice in writing to the Manager that such residence is being offered for sale, for the purchase price and on the terms which the residence owner proposes to offer such residence for sale, for a commission equal to that normally charged by real estate brokers performing similar services in the locality of the condominium. Notwithstanding the provisions of this subparagraph G, the owner of any residence may offer such residence for sale without listing such residence for sale with the Manager or its designee so long as such residence is offered for sale without listing with or participation by any real estate agent, broker

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