

addition to all other remedies it may have at law or in equity, having first given the defaulting party thirty (30) days written notice of default and with respect to a non-monetary default allowed such other additional time as may be reasonably necessary to cure such default, have the right if such alleged default is not cured within the time so provided to perform such obligation on behalf of such defaulting party and be reimbursed by such defaulting party for the cost thereof, together with interest thereon at the rate of nine (9%) percent per year. Any such claim for reimbursement, together with interest as aforesaid, shall not be a lien therefor and shall not attach to all or any portion of the Subject Property but the defaulting party shall pay the amount claimed to the party that cured the default within ten (10) days after demand therefor.

(b) In the event of a breach, or attempted or threatened breach, of any obligation of this Agreement by any owner of any portion of the Subject Property, any one or more of the owners of Parcels I and II shall be entitled forthwith to full and adequate relief by injunction and all other such available legal and equitable remedies from the consequences of such breach. Any provision of a deed, transfer, lease, assignment, conveyance, contract, instrument, mortgage, deed of trust, lien, encumbrance or other document which is in violation of any provision or requirement of this Agreement or which conflicts with any provision or requirements hereof shall, to the extent that it violates or conflicts with the provisions hereof, be of no force or effect; and in case of doubt, the provisions hereof shall prevail. The remedies of any one of all such owners specified herein shall be cumulative as to each and as to all other permitted at law or in equity.