

D. The failure of Association or of the owner of a dwelling 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 owner of a dwelling to enforce such right, provision, covenant or condition of the future.

E. All rights, remedies and privileges granted to Association or or the owner or owners of a dwelling 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 thus exercising the same from exercising such other and additional right, remedies or privileges as may be available to such party at law or in equity.

F. The failure of the Developer, Coker Builders, Inc., or the Lender to enforce any right, privilege, covenant, or condition which may be granted to them, or either of them, by this Master Deed or other above mentioned document shall not constitute waiver of the right of either of said parties to thereafter enforce such right, provision, covenant or condition in the future.

31. Use or Acquisition of Interest In the Condominium 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 the condominium in any manner, are subject to the provisions of this Master Deed and all documents appurtenant hereto and incorporated herewith, and the mere acquisition or rental of any dwelling, or the mere act of occupancy of any dwelling or use of common elements, shall signify that the provisions of this Master Deed are accepted and ratified in all respects.

32. Right of Developer to Sell or Lease Dwellings Owned by It: And Right of Developer to Representation on Board of Directors of Association. So long as the Developer herein, Coker Builders, Inc., shall own any dwelling, the said Developer, shall have the absolute right to lease or sell any such dwelling to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest. Further, so long as any phase or phases of the condominium project have not been submitted to the Regime, the Developer, is the owner of five (5) or more dwellings, then Developer, shall have the right to designate and select a majority of the person who shall serve as members of each Board of Directors of the Association. Whenever Developer, shall be entitled to designate and select any person or persons to serve on any Board of Directors of Association the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of Association, and Developer, shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or