

conveyance. Anything contained in this paragraph 14.9 to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, shall be liable for all periodic and special assessments coming due while he is the Owner of assessable property regardless of how his title to it was acquired.

(d) Status of Transferees. Except as otherwise provided by Florida law as amended from time to time, and notwithstanding anything to the contrary contained anywhere in the Declaration, the liability of a First Mortgagee (defined as an Institutional Mortgagee who holds an Institutional Mortgage) or its successor or assignee as a subsequent holder of the First Mortgage who acquires title to a Lot by foreclosure or accepts a deed to a Lot in lieu of foreclosure for the unpaid assessments that became due before the First Mortgagee's acquisition of title, shall be the lesser of: (i) the Lot's unpaid common expenses and regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title; or (ii) one (1) percent of the original mortgage debt. The limitations on First Mortgagee liability as set forth in this paragraph 14.10 (d) apply only if such First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action. However, joinder of the Association is not required if on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the First Mortgagee. Except for the limitation of First Mortgagee liability provided in this paragraph 14.10 (d), a Lot Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Lot Owner from the previous Lot Owner. Notwithstanding anything contained in this paragraph 14.10 (d) to the contrary, a Lot Owner, regardless of how his or her title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Lot Owner.

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14.11 Lien Priority. Except as provided in Section 14.10(d), Any lien provided for in this paragraph 14.9 **14.1(b)** shall be subordinate to a competing lien of an Institutional Mortgage made in good faith and for value and recorded before a claim of lien is filed under paragraph 14.91(b). **Any lien provided for in paragraph 14.1(b) shall be superior to all other liens. Recordation of the original Declaration and this amendment to the Declaration in the official records shall constitute constructive notice to all subsequent purchasers and creditors, including Institutional Mortgagees, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall place upon each such purchaser, creditor or Institutional Mortgagee the duty of inquiring of the Association as to the status of the assessments against any Lot.**

Executed at BART, Polk City, Polk County, Florida, on this the 12th day of June, 2013.

Signed, sealed and delivered
in the presence of:

Angele Baker
Signature of Witness
Angele Baker
Print Name

MT. OLIVE SHORES NORTH OWNERS'
ASSOCIATION, INC.

By: [Signature]
Print Name: JOAN J. HENNING
President
Address: 360 MOUNTAIN DR. S.
POLK CITY, FL. 33868

Angela Baker
Signature of Witness
Angela Baker
Print Name

Attest: Devin Topolski
Print Name: Devin Topolski
Secretary
Address: 438 MEADOWS WAY
DAKE CITY, NE 68608

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Polk

THE FOREGOING INSTRUMENT was acknowledged before me this 12 day of June, 2013, by John Henning and Devin Topolski who ☐ are personally known to me to be the President and Secretary, respectively, of **MT. OLIVE SHORES NORTH OWNERS' ASSOCIATION, INC.**, or ☒ have produced Florida Driver License (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 12 day of June, 2013.



Mto001 cer 5th amn Dec

Karen Montefusco
Notary Public-State of Florida
Print Name: Karen Montefusco
Commission No.: EE 10129
My Commission Expires: July 31, 2014