PROPOSED AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
PROVENCE, A CONDOMINIUM

Note – new words are underlined; words deleted from the text are stricken through with hyphens.

Proposed Amendment to Article XVIII, Section B., subparagraphs 3 and 4, to read as follows:

3. The Association shall have all of the powers, rights, privileges and may avail itself of any and all of the legal remedies provided by the Act or otherwise, including lien upon a Unit, for any unpaid Assessment and interest thereon owed by the Unit Owner of such Unit and the right to collect from such Unit Owner late fees as permitted by law, costs and reasonable attorneys' fees at trial and appellate levels and post-judgment proceedings incurred by the Association incident to the collection of such Assessments or the enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest non-usurious rate permitted under law.

4. It is specifically acknowledged that the provisions of Section 718.116~~(6)~~, of the Act are applicable to the Condominium and a first mortgagee, either directly or through a bona-fide assignment, that acquires title to any Unit pursuant to its foreclosure or deed in lieu of foreclosure of its own mortgage shall be liable for the unpaid Assessments against the unit that came due up to the time of transfer of title as provided in the Condominium Act. All other recipients of title, including, but not limited to, a third party purchaser at a mortgage foreclosure sale, shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of transfer of title, as provided in the Condominium Act, plus all accrued administrative late fees, interest, costs of collection, and attorneys' fees, all of which shall be secured by the Association's lien. This provision shall not apply to any Unit acquired by the Association, regardless of how the Association acquired title to the unit. ~~further, in the event an Approved Mortgagee (other than a purchase money mortgage which is not an institution described in Article XVI.B hereof) holding a first mortgage on a Unit obtains title to such Unit by deed given in lieu of foreclosure, such mortgagee, its successors and assigns shall not be liable for the share of Common Expenses or Assessments levied by the Association pertaining to such Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of such deed given in lieu of foreclosure, unless such share us secured by a claim of lien for Assessments recorded prior to the recording of the mortgage for~~

~~which a deed is given in lieu of foreclosure. Such share of Common Expenses or such Assessments that are not secured by a claim of lien recorded prior to the recording of the mortgage for which a deed is given in lieu of foreclosure shall be cancelled as to such Unit, effective with the passage of title to such mortgagee or its purchaser.~~