

**PROPOSED
AMENDMENT TO
DECLARATION OF HOMEOWNERS OF
OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article V
COVENANT FOR ASSESSMENTS**

Section 1 Assessments. For each Lot owned within the Properties, Declarant hereby covenants, and each owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agrees to pay the Association:

- (a) An annual general and maintenance assessment; and
- (b) Special Common Area assessments, and
- (c) Special assessments for property taxes levied and assessed against the Common Area, and
- (d) Specific assessments against any particular Lot that are established pursuant to any provision of this Declaration, and
- (e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

Annual assessments shall be utilized for any valid purpose defined by this Declaration or the Florida Homeowners Association Statute, Section 720, as amended from time to time. Special assessments shall be utilized for the specific purpose established thereby.

Assessments and installments on Assessments paid on or before fifteen (15) days after the date when due, shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the highest rate allowed by law from the date when due, until paid. The Board of Directors shall charge an administrative late fee of \$25.00 dollars, or five percent of the assessment amount, whichever is higher, per instance of delinquency, or such amount as set forth in the Homeowners Act as amended from time to time. Payments on accounts shall be applied in the manner prescribed by the Homeowners Act, first to interest, then late fees, then costs, then reasonable attorney's fees incurred in collection, and then the oldest underlying assessment due. The Association may charge reasonable estoppel fees in the amount of \$250.00 for Lots which are not delinquent, and \$400.00 for Lots which are delinquent, or, in the amount set forth in Florida Statute 718.116, whichever is higher.

Section 2 Lien. Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, interest and late fees shall be secured by a lien against the Homeowners parcel. Except as otherwise set forth in this Declaration, the Association's claim of lien is effective from and shall relate back to the

date on which the original Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the Public Records of Pasco County, Florida. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, delinquency charges and reasonable costs and attorney's fees incurred by the Association incident to the collection process.

Section 3 Liability. A Lots Owner, regardless of how his or her title to property 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. 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 Owner may have to recover any amounts paid by the present owner from the previous Owner.

Except as otherwise provided by the Homeowners Association Act as amended from time to time (Chapter 718, Florida Statutes), the liability of a first mortgagee, its successor, or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the first mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid common expenses and regular, periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. 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.

Purchasers of the property through foreclosure sale who are not the first mortgagee, its successor, or assignee which is the subsequent holder of the first mortgage 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.

Payment of unpaid assessments subsequent to foreclosure or deed in lieu of foreclosure shall occur within thirty (30) days. Failure to remit payment within this time frame shall entitle the Association to record a claim of lien for the amounts due and proceed with foreclosure on the Lot.

In the event the Association acquires title to the property by foreclosure or by deed in lieu of foreclosure, the Association shall not be responsible for assessments, late fees, interest, costs, and attorney's fees incurred prior to acquisition of title in favor of the Association. The Association may recover statutory amounts from a subsequent

purchaser of the property through a bank foreclosure sale in the manner and amount set forth herein.

Section 4 Foreclosure. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. Lot owners in any such proceeding shall have waived their right to demand a jury trial.

Section 5. Tenant Rent If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel. This Article V shall be included in any written lease executed in the Association, or, be deemed to be included in any written lease in its absence from the same.

Section 6. Voting Rights. The Association may summarily suspend the voting rights of any owner for the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days.