

fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims or lien shall be signed, and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's Claim of Lien.

In the event that any person, firm or corporation shall acquire title to any dwelling and its appurtenant undivided interest in common elements by virtue of any foreclosure of judicial sale, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said dwelling and its appurtenant undivided interest in common elements subsequent to the title of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title subject to the lien of any assessment by Association representing an apportionment of Taxes or Special Assessment levied by taxing authorities against the condominium in its entirety. In the event of the acquisition of title to a dwelling by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all dwellings as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

L. Whenever any dwelling may be sole or mortgaged by the owner thereof, which sale shall be concluded only upon compliance with other provisions of this Master Deed, Association, upon written request of any owner of such dwelling, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to Association by the owner of such dwelling. Such statement shall be executed by any Officer of the Association and any purchaser or mortgagee may rely upon such statement and any purchaser or mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a dwelling is to be sold or mortgaged at the time when payment of any assessment against the owner of said dwelling and such dwelling due to Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such purchase or mortgage proceeds, shall be applied by the purchaser or mortgagee first to payment of any then delinquent assessment or installment thereof due to Association before the payment of any proceeds of purchase or mortgage proceeds to the owner of any dwelling who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a dwelling, the Grantee shall be jointly and severally liable with the Developer for all unpaid assessments against Developer made prior to the title of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Developer the amounts paid by the Grantee therefor.

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