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INSTR # 2014000097080, Pages 11
Doc Type RES, Recorded 05/09/2014 at 09:39 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$95.00
Deputy Clerk ALUCKEY
#4

**CERTIFICATE OF AMENDMENT OF DECLARATION OF COVENANTS AND
RESTRICTIONS
FOR
CYPRESS LANDING**

THE UNDERSIGNED being the President and Secretary of CYPRESS LANDING ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Covenants and Restrictions for Cypress Landing, originally recorded in Official Record Book 4282, at Page 1445, et. seq., of the Public Records of Lee County, Florida were duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests in the Association at a members meeting called for that purpose at which a quorum was present held on the 22nd day of April, 2014. Dated this 6 day of May 2014.

WITNESSES:

(Sign) JoAnn Thielman

(Print) JoAnn Thielman

(Sign) [Signature]

(Print) Troy Futch

**CYPRESS LANDING ASSOCIATION,
INC.**

BY: [Signature]
President of the Association
Janice Grande

**STATE OF FLORIDA
COUNTY OF LEE**

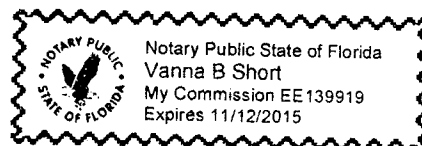
The foregoing instrument was acknowledged before me this 6 day of May 2014 by Janice Grande, as President of CYPRESS LANDING ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

[Signature]
STATE OF FLORIDA (SEAL)

My Commission Expires:

WITNESSES:



(Sign) JoAnn Thielman

(Print) JoAnn Thielman

(Sign) [Signature]

(Print) TROY FUTCOT

CYPRESS LANDING ASSOCIATION,
INC.

BY: [Signature]

Secretary/Treasurer of the Association
Thomas Strzycki

STATE OF FLORIDA
COUNTY OF LEE

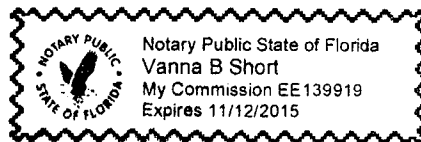
The foregoing instrument was acknowledged before me this 6 day of May 2014 by Thomas Strzycki, as Secretary/Treasurer of CYPRESS LANDING ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Vanna B. Short

STATE OF FLORIDA (SEAL)

My Commission Expires:



PROPOSED AMENDMENTS TO DECLARATION
FOR
CYPRESS LANDING

NOTE: THE FOLLOWING IS A SUBSTANTIAL REVISION OF SECTIONS 8 AND 9. SEE ORIGINAL DOCUMENTS FOR ORIGINAL LANGUAGE.

8. INSURANCE: (NOTE: Cypress Landing is not a condominium but it is the intent of this amendment to make Section 718.111(11) of the Condominium Act, as amended, apply to Cypress Landing the same as if it was a condominium). In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

8.1 By the Unit Owner. Each unit owner should maintain a policy of general liability insurance with at least \$100,000.00 of coverage per occurrence. Each unit owner should also maintain windstorm, flood, and all risk hazard insurance covering the unit's contents, with endorsements for leakage, seepage, and wind-driven rain and loss assessment, and should also insure all improvements, additions, and modifications made to their unit, the limited common area, or common area, whether made by themselves or their predecessors in title.

8.2 Association Insurance; Duty and Authority to Obtain. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the Common Area, Units and the Association property, and obtain and keep in force any or all additional insurance coverage as it deems necessary and as required by Section 718.111(11), Florida Statutes. The Association shall use its best efforts to obtain and maintain the following insurance coverage:

(A) Liability. Common Area premises and operations liability for bodily injury and property damage, in such limits of protection and with such coverage as are determined by the Board of Directors.

(B) Motor Vehicle. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

(C) Worker's Compensation. The Association shall maintain Worker's Compensation insurance on at least a minimum premium basis even if it has no actual employees.

(D) Directors, Officers, and Committee Members' Liability (Errors and Omissions).

(E) Fidelity Bond/Insurance. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of bonding.

(F) Casualty Loss/Hazard. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "Special Form" property contract. This shall cover both the Common Areas and the Units.

8.3 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the unit owners, or their respective servants, agents, or guests, except for any claim based upon gross negligence evidencing reckless, willful, or wanton disregard for life or property.

8.4 Named Insured and Insurance Proceeds. The name of the insured shall be the Association and the unit owners, without naming them, and their mortgagees, as their interests shall appear and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgages in the following shares:

(A) Common Areas. Proceeds on account of damage to common areas shall be held in as many individual shares as there are units, the shares of each unit owner being the same as his share in the common areas.

(B) Units. Proceeds on account of damage within the units shall be held in undivided shares based on the pro-rated amount of damage within each damaged unit as a percentage of the total damage within all units.

(C) Mortgagees. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against unit or units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. In addition, except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

8.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit owners in the following manner:

(A) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the proceeds shall be paid to defray the costs thereof. All costs of construction and repair in excess of the insurance proceeds received by the Association shall be paid by the Association as a common expense. Any insurance proceeds remaining after paying the construction and repair costs shall become common surplus of the Association.

8.6 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Unit.

8.7 Deductibles. The Board of Directors shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features as it deems desirable and in its business judgment in the best interest of the Association. The deductibles shall be paid by the Association as a common expense.

9. RECONSTRUCTION OR REPAIR AFTER CASUALTY: (NOTE: Cypress Landing is not a condominium but it is the intent of this amendment to make Section 718.111(11) of the Condominium Act, as amended, apply in full to Cypress Landing the same as if it was a condominium). If any part of the property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

9.1 Damage to Units. Where loss or damage occurs within one or more units, any Association insurance proceeds received on account of the loss or damage shall be used as provided above. The Association shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from the Association insurance, for all portions of the unit that it insures and/or is otherwise required to maintain, repair, or replace pursuant to this Declaration or the law. The unit owner shall be responsible for reconstruction and repair, including the costs thereof in excess of the insurance proceeds from his or its insurance, for all portions of the unit and/or limited common areas that the owner insures and/or is otherwise required to maintain, repair, or replace pursuant to this Declaration or the law. The foregoing notwithstanding, if the Board of Directors determines, in its sole and exclusive discretion, that due to the nature or the extent of the damage to the unit or units that it is in the best interest of the Association that all the reconstruction and repair be made by the Association, then the Association shall be entitled to receive all insurance proceeds, contract for the repairs, make the repairs, and thereafter distribute the excess unused proceeds of the owner's insurance, if any, to the owners.

9.2 Damage to Units and Common Areas – Less than "Very Substantial". Where loss or damage occurs to the common areas, but the loss is less than "very substantial" as hereinafter defined, unless the unit owners vote otherwise it shall be mandatory for the Association to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

(A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.

(B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common areas, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common areas for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

9.3 Damage to Units and Common Areas – "Very Substantial". In the event of damage to any UNITS as a result of fire or other casualty, the damage shall be reconstructed or repaired except as hereafter set forth. Notwithstanding the foregoing, if all of the UNITS within any BUILDING are very substantially damaged, then within 60 days after such damage, a special meeting of the OWNERS shall be called to determine whether the damage will be repaired. "Very Substantial" shall mean that all the damaged Units cannot reasonably be expected to be rendered habitable within one (1) year of the casualty. The damage shall be repaired unless all of the OWNERS of the damaged UNITS, and 2/3rds of the other OWNERS appearing in person or by proxy and voting at a meeting called for such purpose, vote to the contrary. In the event the damaged UNITS are not to be repaired, the fee title to each LOT containing a damaged UNIT which is not to be repaired shall be vested in the ASSOCIATION. By accepting a deed conveying a LOT, each OWNER covenants for himself, his heirs, personal representatives, successors and assigns to execute any and all instruments which may be reasonably required by the ASSOCIATION to carry out the terms of this paragraph, including, without limitation, a deed conveying all of the OWNER's rights, title and interest in and to his LOT to the ASSOCIATION. In such event, the ASSOCIATION shall diligently pursue selling all of the

LOTS which contain UNITS which are not to be repaired, and the net proceeds from such sale, together with the net proceeds of casualty insurance purchased by the ASSOCIATION resulting from damage, after paying for the cost of removing the BUILDING and improvements that will not be repaired and restoring the land to a clean and safe condition, shall be divided among all the OWNERS of such damaged UNITS, each OWNER to receive a share of such net proceeds based upon the relative assessed value of the UNITS for real estate tax purposes, provided, however, that no payment shall be made to an OWNER until there has first been paid off out of his share of such funds all liens on his LOT in the order of priority of such liens.

9.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance may be distributed to the unit owners or may be allocated to general purposes or reserves at the discretion of the Board of Directors.

9.5 Equitable Relief. In the event of damage to the common areas which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a Court for equitable relief, which may include a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction, or rebuilding has occurred within a reasonable period of time if substantial work is commenced within one (1) year following the damage or destruction, and is completed within twelve (12) months thereafter. The Board of Directors shall commence and complete construction as soon as practicable under the circumstances.

9.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or according to different plans and specifications approved by the Board of Directors and the owners of at least a majority of the total voting interests. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

PROPOSED AMENDMENTS TO DECLARATION
FOR
CYPRESS LANDING

NOTE: Language being added is underlined and language being removed is ~~struck through~~.

5.1.5 Buildings Structure and Roofs. ~~Except as provided in Section 5.2 below and elsewhere, the~~ ASSOCIATION shall maintain, repair and replace the BUILDING from the framing out to and including the exterior of the BUILDING including the roof, exterior walls foundation, and slab, and the cost shall be a COMMON EXPENSE except as otherwise provided in this Declaration. The ASSOCIATION is also responsible for the structural components of the PARTY WALL between the UNITS. The ASSOCIATION is not responsible for interior partition walls within the UNIT nor is the ASSOCIATION responsible to maintain, repair or replace drywall within the UNIT except in the case of a casualty loss covered by the ASSOCIATION's insurance, periodically clean the roof and exterior walls of the UNITS, and shall periodically paint the exterior walls and the exterior surfaces of the doors on the outside of the UNITS, including garage doors, and other exterior surfaces customarily painted in connection with the painting of the exterior walls. When the ASSOCIATION paints the exterior walls of the UNITS, it will also perform minor repairs and maintenance customarily performed in connection with the painting of the exterior of a UNIT, the nature and extent of which shall be in the discretion of the BOARD. Notwithstanding the foregoing if any UNIT OWNER makes any improvement to his UNIT which increases the cost to the ASSOCIATION of maintaining, painting or cleaning the exterior of the UNIT as required herein, the UNIT OWNER may be assessed for such cost by the ASSOCIATION. Except for the foregoing maintenance, painting and cleaning, done at such times as is determined by the BOARD, the ASSOCIATION will not be responsible for any maintenance or repair of any UNIT, and in particular will not be responsible for repairing or replacing doors, garage doors, windows, and framing for same, and all such other maintenance of a UNIT shall be the responsibility of the UNIT OWNER. Furthermore, the ASSOCIATION will not be liable for any damage to any UNIT, or to any improvement therein, or to any personal property of a UNIT OWNER, caused by the ASSOCIATION's maintenance or repair, or failure to maintain or repair, any portion of the UNIT as required herein. The general color scheme of the UNITS as originally constructed by DECLARANT, or as may be changed by the approval of the OWNERS from time to time, shall not be materially changed or altered without the consent of the OWNERS.

5.1.10 Easement for Repairs. ~~The ASSOCIATION shall have the right to enter into a UNIT where necessary in connection with the repair, maintenance or reconstruction of a of any component the ASSOCIATION is responsible to maintain, repair or replace, at reasonable times and upon reasonable notice. The foregoing right shall constitute an easement and a covenant running with the land. Exception for Casualty Damage: Notwithstanding the foregoing, in the event any portion of a UNIT required to be maintained by the ASSOCIATION is damaged or destroyed by fire, hurricane or other casualty normally covered by property insurance (whether or not the applicable UNIT OWNER maintains insurance that actually covers such damage or destruction), the UNIT OWNER shall be responsible for repairing and restoring any such damage and the ASSOCIATION shall not be responsible for same.~~

5.2 By the OWNERS. Each OWNER shall maintain his UNIT and all improvements upon his LOT in first class condition, except those portions of the UNIT and LOT which are to be maintained by the ASSOCIATION as provided above. Notwithstanding any other provision to the contrary the UNIT OWNER is responsible for the maintenance, repair and replacement of, including but not limited to, screens, window frames, window hardware, window glass, all doors, door frames, door hardware including the garage door, garage door opener and related equipment, locks, lanai sliders, lanai framing and screening, a/c and heating equipment inside and outside the UNIT, utility lines (including but not limited to gas, a/c, electric, water/sewer), water shut off valve, spigots, ducts, conduit, equipment, fixtures and facilities including the shower pan, that exclusively serve only a single UNIT, without regard to location of said items. The exterior of all UNITS including but not limited to roofs, walls, exterior doors, and garage doors, (except for cleaning, painting and/or maintenance to be performed

by the ASSOCIATION as set forth above), windows, patio areas, pools, screenings, awnings, and other portions of the exterior of the UNITS shall be maintained in first-class condition and repair and in a neat and attractive manner. All sidewalks, driveways and parking areas within the OWNER's LOT or serving the OWNER's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced, and/or resurfaced as necessary by the OWNER and at the sole cost of the OWNER.

5.2.1 Special Provisions for "PRIMARY REPAIRS":

5.2.1.1 For purposes of this DECLARATION, the term "PRIMARY REPAIR" means any repair required to be made to a portion of one or more UNITS, which if not made would materially and adversely affect any other UNIT(S) in the same BUILDING. It is acknowledged a PRIMARY REPAIR includes a repair to the exterior of any UNIT, or to any structural components of a UNIT, whether exterior or interior, including any repairs to the slab floor, exterior walls, party walls, roof trusses or structure, and roof materials. Notwithstanding the foregoing, a PRIMARY REPAIR does not include any maintenance or repair which if not made would not affect the structure or materially affect the exterior appearance of a UNIT or any other UNITS in the same BUILDING.

5.2.1.2 It is acknowledged that in the event any PRIMARY REPAIR is required, the ASSOCIATION has a special interest in making sure same is properly and timely performed so as not to adversely affect the other UNITS within the same BUILDING. The ASSOCIATION, at the request of the OWNER(s) of the UNIT(s) that will be repaired, may permit such OWNER(s) to make any PRIMARY REPAIR, in which event the ASSOCIATION shall have the right to approve the contractor hired by the OWNER(s) that will do so. In all other instances, the ASSOCIATION shall hire the contractor to make the PRIMARY REPAIR. If a PRIMARY REPAIR is only to a portion of one UNIT, the OWNER of the UNIT will be responsible for the entire cost of the PRIMARY REPAIR. If a PRIMARY REPAIR is required to be simultaneously made to portions of two or more UNITS, then the OWNER of each such UNIT shall be responsible for a portion of such cost, based upon the relative cost of the repair of the portion of the BUILDING bounding each OWNER's UNIT, as reasonably determined by the contractor hired by the ASSOCIATION to perform such PRIMARY REPAIR. The OWNER of each UNIT required to pay for the cost of any PRIMARY REPAIR shall be required to deposit funds with the ASSOCIATION sufficient to pay for the OWNER's share of the cost of same within 10 days after written demand by the ASSOCIATION. If any OWNER fails or refuses for any reason to deposit such funds, or to pay for the repair as required herein, the ASSOCIATION shall have the right but not the obligation to pay same on behalf of the defaulting OWNER. In that event any funds advanced by the ASSOCIATION shall be assessed against the defaulting OWNER, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. In any event, the ASSOCIATION shall not have the obligation to make any PRIMARY REPAIR to any UNIT if the OWNER of the UNIT fails to deposit funds sufficient to pay for same as required herein.

5.2.1.3 The provisions of this paragraph shall not apply to repairs required by damage or destruction, which are controlled by Paragraph 9 of this DECLARATION.

10. PARTY WALLS.

10.1 Party Walls. Each common wall shared by two (2) UNITS which divides the two (2) UNITS shall be a party wall for the perpetual benefit of and use by the OWNERS of the two (2) UNITS, including their respective heirs, assigns, successors and grantees.

10.2 Easement for Encroachment. Each OWNER hereby grants to the OWNER of the adjacent UNIT(S) an easement for the continuance of any encroachment of the party wall on the adjoining UNIT existing as a result of the construction of the party wall, or which may come into existence thereafter as a result of settling or shifting of the party wall, or as a result of repair or reconstruction of the party wall.

~~10.3 Repair and Maintenance.~~ Except as otherwise provided herein, each OWNER shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his UNIT. As to the structural and interior portions of the party wall, each OWNER shall share equally in the cost of the repair, maintenance and reconstruction of same. However, if any OWNER's negligence or willful misconduct causes damage to or destruction of a party wall, such negligent or willfully mischievous OWNER shall bear the entire cost of repairing or reconstructing the party wall. If an OWNER executes a mortgage encumbering his UNIT, then the holder of the mortgage shall have the full right, at its option, to exercise the rights of its mortgagor as an OWNER hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs or reconstruction and not reimbursed to the mortgagee by the OWNER.

~~10.4 Easement for Repairs.~~ Each OWNER shall have the right to enter into an adjacent UNIT where necessary in connection with the repair, maintenance or reconstruction of a party wall, at reasonable times and upon reasonable notice. The foregoing right shall constitute an easement and a covenant running with the land.

~~10.5 Materials, Location and Size.~~ Whenever a party wall is to be repaired, maintained or reconstructed, same shall be performed with the same or similar materials and quality as the original party wall. Whenever a party wall or any part thereof shall be reconstructed, it shall be reconstructed such that it shall be of the same size and shall be at the same location as initially constructed, and shall be of the same or similar materials and quality as used to initially construct the party wall.

~~10.6 Use.~~ Each OWNER shall have the right to the full use of the party wall for whatever purposes he chooses, subject to the limitation that such use shall not infringe upon the rights of the OWNER of the adjoining UNIT, or his enjoyment of the party wall, or in any manner impair the structure of the party wall. The term "use" shall and does include normal interior usage such as paneling, plastering, painting, decorating and erection of tangent walls and shelving, but prohibits any form of alteration (other than a minor alteration) which would cause an aperture, hole, break or other displacement of the original structure forming the party wall. Additionally, each OWNER shall not cut windows or other openings in the party wall, nor make any hereinabove prohibited alterations, additions or structural changes to the party wall unless agreed upon by both OWNERS sharing the party wall, and unless same is approved in writing by the ASSOCIATION.

PROPOSED AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS
FOR
CYPRESS LANDING ASSOCIATION, INC.

NOTE: Language being added is underlined and language being removed is ~~struck through~~.

ARTICLES OF INCORPORATION:

ARTICLE 7. – DIRECTORS

7.1 The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3) directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are ~~not~~ required to be members of the ASSOCIATION or the spouse of a member. In case of a UNIT owned by a corporation, partnership, trust or other entity any officer, director, managing member, trustee or beneficiary may be a Director.

BYLAWS:

5.2.3 The nomination and election procedures contained in Section 718.112, Florida Statutes and the Florida Administrative Code, Chapter 61-B for Condominiums shall be followed for all BOARD elections. The BOARD shall determine the number of Directors from time to time. ~~Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.~~

PROPOSED AMENDMENTS TO DECLARATION, ARTICLES AND BYLAWS
FOR
CYPRESS LANDING

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12.1.6 Subordination of Lien. Where any person obtains title to a LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall ~~not~~ be liable for any ASSESSMENTS ~~or~~ and for other moneys owed to the ASSOCIATION which are chargeable to the former OWNER of the LOT and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, as provided in Section 720.3085, Florida Statutes, as amended. ~~unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The~~ Any uncollected unpaid ASSESSMENTS or other moneys are COMMON EXPENSES collectable from all of the OWNERS, including such acquirer and his successors and assigns. The new OWNER, from and after the time of acquiring such title, shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the OWNER's LOT. Any person who acquires a LOT, ~~except through foreclosure of a first mortgage of record or deed in lieu thereof,~~ including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON AREAS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other moneys that are legally due and owing have been paid in full