

This instrument prepared by and
should be returned to:

Rania A. Soliman, Esquire
TAYLOR & CARLS, P.A.
150 N. Westmonte Drive
Altamonte Springs, Florida 32714
(407) 660-1040

**CERTIFICATE OF FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
MT. OLIVE SHORES NORTH**

THIS IS TO CERTIFY that the following language amending Declaration Sections 14.1(b), 14.10(d), and 14.11 constitutes the Fifth Amendment to the "Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North" which was duly and properly adopted pursuant to the provisions of Section 17 of the Declaration, by the affirmative vote of Owners constituting not less than a majority of the Members on May 21, 2013, to wit (additions in **bold underline**, deletions in **strikeout**):

Section 14. Assessments.

14.1 Covenant to Pay, Creation of Lien.

(b) Creation of Lien. Each periodic and special assessment provided for in this paragraph 14, together with any related interest, penalties and costs of collection provided for in this paragraph 14, shall constitute a charge and continuing lien on the Lot against which the assessment is made and on any Improvements on that Parcel that are owned by that Lot's Owner. **The lien shall be effective from and shall relate back to the date on which the original Declaration was recorded.**

14.10 Association's Remedies for Non-Payment.

~~(d) Status of Transferees.—No person or entity that acquires title to property within the Properties as a result of foreclosure of an Institutional Mortgage or that accepts title or that accepts a deed to all such property in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or special assessments pertaining to that property or chargeable to the former Owner thereof which becomes due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such share of assessments for which the new Owner is not liable shall be collectable by periodic or special assessment from all the Owners including the new Owner of the Property in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of assessable property shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his share of the assessments up to the time of the~~

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 not withstanding 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.

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 BAPT, Polk City, Polk County, Florida, on this the 12th day of June, 2013.

Signed, sealed and delivered in the presence of:

Angela Baker
Signature of Witness
Angela 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: Alvin Topolski
Print Name: ALVIN TOPOLSKI
Secretary
Address: 438 MEADOWS WAY
DAKE CITY, FL 32968

(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 Alvin 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.



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

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