

G. Liability for Assessments. A residence owner will not be liable for the obligations of any other residence owner, except for any deficiency due to nonpayment or for any other reason which will be borne by all the homeowners in accordance with their percentage ownership as set out in Exhibit "D." A residence owner shall be liable for all assessments coming due while he is the owner of a residence, together with interest, costs and reasonable attorney's fees. Such liability may not be avoided by waiver of the use and enjoyment of any limited common or common elements, or by abandonment of the residence for which the assessments are made. In the event of the foreclosure of any mortgage upon a residence, conveyance of any such residence in lieu of such foreclosure or judicial sale of any such residence, the person first acquiring title to such residence by reason of such foreclosure sale, deed in lieu of foreclosure or judicial sale, shall be liable only for assessments coming due thereafter or for that portion of due assessments pro rated to the period after the date of such transaction to all residences including the mortgaged unit, except that such purchaser shall be jointly and severally liable for any assessment deficiency.

H. Lien for Assessments. The unpaid portion of any assessment which is due shall be secured by a lien upon the residence, and all appurtenances thereto. To the extent permitted by applicable law, any lien for common expenses and assessments shall be subordinate to any first mortgage on any unit recorded prior to the date on which such lien arises. Such a lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.