

G. Assessments Pending Foreclosures. When the mortgagee of a first mortgage of record of a condominium Unit obtains title to the condominium Unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title shall be liable for not more than one year of past due assessment or one percent (1%) of the mortgage principal, whichever is less.

H. Collection from Tenant. Prior to occupancy by the lessee, a true copy of the lease shall be delivered to the Association. Such lease shall contain (or if it does not, shall be deemed to contain) an agreement by the Unit Owner and the lessee that if the Unit Owner becomes delinquent in the payment of any assessments or other charges due the Association, then upon written notice to the Unit Owner and the lessee, the lessee shall remit all rental payments directly to the Association. All such payment shall be applied to the amounts owed to the Association by the Unit Owner.

## ARTICLE VIII

### ASSOCIATION

The operation of the condominium shall be by VILLA TOWERS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C."

B. The Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached hereto as Exhibit "D."

C. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair caused by any condition of the property to be maintained and repaired by the Association, or caused by the elements or by other Owners or persons.

D. Restraint upon Assignment of Shares in Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

E. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner if in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.