

17. ASSESSMENTS; LIABILITY; LIEN AND PRIORITY; INTEREST; COLLECTIONS

17.01 The Association shall assess the Unit Owners the sums necessary to provide, in advance, funds sufficient to pay the Common Expenses.

17.02 The liability for assessments may not *be* avoided by waiver of the *use* or enjoyment of any Common Elements, services, or recreation facilities, or by abandonment of the Unit for which the assessments are made.

17.03 Payment of Assessments. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. Assessments and installments due on them which are not paid within ten (10) days after their due date shall bear interest at the highest rate allowable by law from the due date until paid. The Association may charge an administrative late fee, in addition to such interest, in accordance with Section 718.116(3), Florida Statutes, as the same now exists, or may hereafter be amended from time to time. Such late fee shall be set by the Board of Directors of the Association from time to time. Any payment received by the Association shall be applied first to any interest accrued against the delinquent amounts, then to any administrative late fees, then to costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments.

17.04 Lien and Priority. The Association has a lien against each Condominium Parcel for any unpaid assessments with interest. The lien shall also secure costs, administrative late fees and reasonable attorneys' fees related to the collection of the delinquent assessments. The lien shall be enforced in accordance with the provisions of Sections 718.116, Florida Statutes, as the same may now exist, or may hereafter be amended from time to time. The lien shall relate back to the date of filing of this Declaration in the public records of Pinellas County, Florida, and shall be superior in dignity to the creation of any homestead status, regardless of when the lien shall be filed for record, and each Owner of a Unit hereby consents to the imposition of such a lien prior to any homestead status. The lien of the Association shall also *be* superior in dignity to any lien or mortgage against a Unit, except as provided by Section 718.116, Florida Statutes, as the same now exists, or may hereafter be amended from time to time, regardless of the dates the lien or mortgage is filed for record, and each person or entity acquiring a lien or mortgage interest in any Unit hereby consents to the imposition of such lien priority in favor of the Association.