

EXHIBIT "A"

PROPOSED AMENDMENTS

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH.

- 1. The following provisions of Article 8 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the "Declaration"), are hereby amended to read as follows:**

7. Additions Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing the Association in excess of ~~\$5,000.00~~ \$10,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by Unit Owners holding in excess of ~~66 2/3%~~ a majority of the voting interests of the Association represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate of ~~\$5,000.00~~ \$10,000.00 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

- 2. The following provisions of Article 10, Section (e) of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the "Declaration"), are hereby amended to read as follows:**

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that the borrowing of any sums in excess of \$50,000.00 ~~be such actions are~~ approved by a majority of the entire membership of the Board of Directors and a majority of the voting interests of the Association represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or voting interests of the Association as may be specified in the By-Laws with respect to certain borrowing.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

- 3. The following provisions of Article 5, Section (o) of the By-Laws of Hillcrest Country Club No. 15 Condominium, Inc., attached as an Exhibit to the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), are hereby amended to read as follows:**

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of members in good standing holding not less than ~~two-thirds (2/3rds)~~ a majority of the voting interests represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of ~~\$10,000.00~~ \$50,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect such Unit Owner’s Unit.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE OF THE BY-LAWS AND REMAINING TERMS OF THE BY-LAWS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

- 4. The following provisions of Article 7, of the By-Laws of Hillcrest Country Club No. 15 Condominium, Inc., attached as an Exhibit to the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), are hereby amended to read as follows:**

7. Prohibition on Compensation and Conflict of Interest. Neither Directors nor officers shall receive compensation for their services as such, ~~but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers may be compensated for~~

~~all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.~~

No Board member or officer shall knowingly vote on any matter in which he/she has a financial or personal interest and they shall not participate in any bid, proposal, contract or subcontract if their relatives, employer, prospective employer, or related business entity has a material financial interest or personal interest in the matter. However, dealings and transactions involving Board members and officers as well as their, relatives and/or related third parties, shall be permissible provided that full disclosure is made, voting abstention occurs, and no unjust enrichment to the Board member or officer occurs as a result of the dealing or transaction.

No Board member or officer shall solicit, offer to accept, or receive any material gift, gratuity, favor, entertainment, loan, kickback, or any other material thing of value for themselves or their relatives from a person or company who provides or proposes to provide goods or services to the Association or is seeking a business or financial relationship with the Association. If any Board member or officer knowingly violate this requirement, among other remedies, they acknowledge that they may be subject to a civil penalty pursuant to Florida Statute 718.501(1)(d) and, if applicable, a criminal penalty as provided pursuant to Florida Statute 718.111(1)(d).

All Board members and officers shall disclose to the Association's Board of Directors any activity that may reasonably be construed to be a conflict of interest, and if a Board member or officer, or their relatives or related third party, proposes to engage in an activity that is a conflict of interest, the proposed activity shall be listed on and within all contracts and transactional documents relating to the proposed activity. In the event any such activity is addressed by the Board of Directors of the Association, the Board member or officer understands that he/she may attend the meeting at which the activity is considered and shall have the right to make a presentation to the Board regarding such activity but that he/she must then leave the meeting during the discussion of, and vote on, the proposed activity, and that he/she must recuse himself/herself from the vote.

No Board member or officer shall be permitted to solicit or receive any compensation from the Association for serving on the Board of Directors or any committee, except for expense reimbursements.

No Board member or officer, or their relatives or related third party, shall be permitted to provide any work or services to the Association for compensation, nor shall any Board member or officer, or their relatives or related third party, be permitted to engage any individual or company who provides services to the Association from performing any work within their own unit within the Condominium.

All Board members and officers understand and agree that the conflict of interest policies and provisions set forth herein are in addition to, and not in lieu of, the applicable conflict of interest terms and provisions contained within Florida's Condominium Act (Chapter 718), Florida's Not-For-Profit Corporate Act (Chapter 617), and the Association's constituent documents, including but not limited to, its Declaration of Condominium, By-Laws, and Articles of Incorporation.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE OF THE BY-LAWS AND REMAINING TERMS OF THE BY-LAWS SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

- 5. The following provisions of Article 12 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), are hereby amended to read as follows:**

12.1 Liability for Assessments. Regardless of how he acquired title to his Unit, every Unit Owner (including a purchaser at a judicial sale) shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise. A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit 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 owner may have to recover from the previous owner the amounts paid by the owner. For purposes of this paragraph, the term “previous owner” does not include the Association, if the Association acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A present unit owner’s liability for unpaid assessments is limited to any unpaid assessments that accrued before the Association acquired title to the delinquent property through foreclosure of by deed in lieu of foreclosure. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which assessments are made.

12.2 Default in Payment of Assessments for Common Expenses. Assessments and installments therefor not paid within thirty (30) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition, such delinquent payments shall bear an additional late fee of up to the greater of Twenty-Five (\$25.00) Dollars or 5 percent of each delinquent installment for which the payment is late, or as otherwise provided by the Act. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any cost and reasonable attorney fees incurred in collection, and then to the delinquent assessment, or as otherwise provided by the Act. to compensate the Association for the administrative expense incurred in processing late payments. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such

Parcel (including interest thereon) and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after the time a claim of lien is recorded in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record owner, the amount due and the due date(s). The lien is in effect until all sums secured by it have been fully paid or until barred by law and shall secured all unpaid Assessments, interest, costs and attorney's fees due as of the effective date thereof and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure thereon. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

12.5 Institutional Liability of First Mortgagee. ~~In the event an Institutional First Mortgagee shall obtain title to a Unit as a result of foreclosure of its mortgage, or as a result of a deed given in lieu of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu, unless such share is secured by a claim of lien that I recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns. The liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of: (a) The unit's unpaid common expenses and regular periodic assessments, and special assessments which came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; (b) One percent of the original mortgage debt; or (c) as otherwise provided by the Act. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. A first mortgagee acquiring title to a Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.~~

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

6. Article 16, Section 16.1 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), are hereby amended to read as follows:

16.1 Sale or Conveyance of Ownership.

(a) No sale, transfer or conveyance of a Unit shall be valid without the prior written approval of the Condominium Association except in the cases elsewhere provided in this Declaration, ~~which approval shall not be unreasonably withheld.~~ Notice of the proposed sale, transfer or conveyance shall be made in the manner required under Section 17 hereof. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser and made a part of the recorded documents.

~~(b) Failure of the Association to act within thirty (30) days from receipt of such notice shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver an approval in recordable form; unless the Association shall have exercised its right of first refusal provided in Section 17 hereof.~~

(c) Every ~~purchaser~~ Unit Owner who acquires any interest in a Unit, whether by purchase, conveyance or transfer by gift or devise, shall acquire the same subject to the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, all other agreements, documents or instruments affecting the Condominium Property, as same may be amended from time to time.

(d) The provisions of this Section 16.1 shall not apply with respect to any sale or conveyance of any Unit by (a) the Unit Owner thereof to his spouse, adult children, parents, parents-in-law, adult siblings, or a trustee where the Unit Owner or the aforementioned related persons are and continue to be the sole beneficiary or equity owner of such trustee or to any one or more of the above, (b) the Association, (c) any proper conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of foreclosure, or (d) an ~~Institutional~~ First Mortgagee (or its designee) deriving title by virtue of foreclosure of its mortgage or acceptance of a deed in lieu of foreclosure; provided however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 16.1.

(e) Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to the provisions of this Section 16.1 and, if the title to the Unit of such owner shall become vested in any person other than a person or persons designated in Paragraph “(d)” above, then within ninety (90) days of such person or persons’ taking title to the Unit, he shall advise the Association in writing of his intention of residing in the Unit and of his or their current address. a. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether his ownership of the Unit is approved. The failure of the Association to give such advise within the said thirty (30) days shall be deemed automatic approval and evidence thereof shall be given

on demand as provided above. If the Association does not approve the ownership of the Unit by said person or persons and so notifies them, said person or persons shall have a period of six (6) months from the date of such notification to dispose of the Unit in accordance with the provisions of this Declaration.

(f) Nothing in this Section 16.1 shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit Owner at the time of his death, nor the assessments attributable to the Unit becoming due after the owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

(g) Nothing herein shall prevent the sale and transfer of a Unit by the owner thereof in the manner otherwise provided in this Declaration.

~~(h) In addition to the requirements of this Section 16.1, the Association shall have the right with respect to any sale of a Unit to exercise its right of first refusal.~~

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE AND SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

- 7. Article 16, Section 16.14 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the "Declaration"), are hereby amended to read as follows:**

16.14 Parking. There are no assigned parking spaces at the Condominium. Use of parking spaces shall be on a first come first serve basis. Notwithstanding, the Board of Directors may adopt and promulgate rules and regulations concerning parking, including, but not limited to vehicle registration and reasonable limitations on the types of vehicles that may park at the property. Additionally, other than those parking spaces that are specifically designated for guest parking, parking shall be allowed for Unit Owners and residents only.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE AND SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

- 8. The language set forth in Article 7, Section 7.4 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the "Declaration"), is hereby amended as follows:**

7.4 Special Rules Regarding Repair and Replacement. The Association shall not be responsible for repairing and replacing any portion of the structure the Unit Owner would normally be responsible for maintaining if and to the extent that repairing or replacing the portion the

Association is responsible for maintaining ~~naturally~~ entails repairing or replacing the portion the Unit Owner would otherwise be responsible for maintaining. The Association shall not be liable to Unit Owners for injury or damage, including any incidental damage caused to the interior of the Unit and/or improvements thereon.

9. **The language set forth in Article 17, Section 17.1 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), is hereby deleted in its entirety and replaced as follows:**

Substantial rewording of declaration. See provision 17.1 for present text

17.1 Approval of Sales. No sale of any interest in a Unit shall commence without the Unit Owner having first obtained the written approval of such sale by the Association. The Unit Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell his/her Unit.

Any attempt to sell, transfer or convey a Unit without the prior written approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the person to whom the sale, transfer or conveyance was made. The Association shall not assume any responsibility for the denial or a proposed sale, transfer, or conveyance, if the denial is based upon good cause. The Association may utilize its subjective standard, as it solely and exclusively determines, except that such determination shall not be discriminatory. In the event of disapproval of the applicant under the terms of this Article 17, the proposed sale, transfer or conveyance shall be void and the Owner shall have no recourse against the Association.

Good cause shall include, but shall not be limited to, the following: (i) the person seeking approval has failed to provide the information required to process the Application Package in a timely manner, or has materially misrepresented any fact or information provided in the Application Package or the screening process; (ii) the Owner is delinquent in the payment of maintenance assessment for his Unit or any other monetary obligation due to the Association; (iii) the Application Package for approval, on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Declaration, the By-Laws, the Articles of Incorporation, the rules and regulations, and all other agreements, documents or instruments affecting the Condominium Property or administered by the Association, as all may be amended from time to time (the “Governing Documents”), or that the sale, if approved, would result in a violation of the Association’s Governing Documents; (iv) the Owner or person seeking approval makes a material omission or misrepresentation on any of the documents comprising the sale Application Package; (v) negative information pertaining to prior rental history, credit worthiness (a credit score of less than 700) and/or personal/business references is obtained by the Association; (vi) if the prospective Owner(s) or lessee(s), or any of

the proposed occupants, has been designated as a “sexual predator” pursuant to Florida Statute §775.21, or has been designated as “sexual offender” pursuant to the criteria in Florida Statutes §943.0435, §944.606, §944.607, or any other law for classification of a sexual offender; or (vii) the person seeking approval (which shall include all proposed occupants) has been convicted of a felony by any court in the Residential United States involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

If the proposed purchaser is a corporation, the approval may be contingent upon approval by the Board of Directors of all occupants of the Residential Unit.

The Association shall have the authority to charge a non-refundable \$100.00 screening fee per applicant, other than husband/wife, which are considered on applicant, in connection with the approval required for the sale, transfer, lease or conveyance of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law.

In order to determine that proposed occupants are familiar with the Association’s Governing Documents, the Board of Directors shall have the right to require a personal interview with a proposed purchaser or occupant prior to granting or denying approval of the proposed sale, transfer, or conveyance. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE AND SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

10. **The language set forth in Article 17, Sections 17.3 and 17.4 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), is hereby deleted in its entirety as follows.**

~~17.3 — Release by the Association of the Right of First Refusal. The right of first refusal contained in Section 17.1 may be released or waived by the Association only in the manner provided in Section 17.5. In the event the Association shall release or waive its right of first refusal as to any Unit, such Unit may be sold or conveyed free of the provisions of said Section 17.1.~~

~~17.4 — Certificate of Termination of Right of First Refusal. A certificate in recordable form signed by an executive officer of the Association stating that the provisions of Section 17.1 have been satisfied by a Unit Owner, or stating that the right of first refusal contained therein has been duly released or waived by the Association and that, as a result thereof, the rights of the Association thereunder have terminated (as to that sale only), shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate~~

~~upon request of any Unit Owner in respect to whom the provisions of such Section have, in fact, terminated or been waived.~~

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE AND SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

11. **The language set forth in Article 17, Section 17.7 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), is hereby deleted in its entirety.**

~~17.7 Mortgage of Units. A Unit Owner may not mortgage his unit, nor any interest therein, without the prior approval of the Association, except as to an Institutional First Mortgage. All mortgages other than first mortgages shall be subordinate to lien rights of the Association for assessments. The approval of the Association hereunder may be upon such conditions as may be deemed reasonable by the Board of Directors of the Association. Such approval, if granted, shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the Unit Owner and made a part of the recorded documents. If a Unit Owner sells his Unit and takes back a purchase money mortgage, the approval of the Association shall not be required. Failure of the Association to act within thirty (30) days from the receipt of the request for such approval, shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.~~

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE AND SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

12. **The language set forth in Article 18 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), is amended as follows to add Sections 18.4 and 18.5 as follows:**

18.4 Fines, Suspension of Use Rights and Suspension of Voting Rights.

a. In accordance with Fla. Stat. §718.303, as the same may be amended from time to time, the Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the By-Laws, or reasonable rules of the Association. A fine may not become a lien against a unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity

for hearing before a committee. A fine may not exceed \$100 per violation, or \$1,000 in the aggregate, unless otherwise provided for in the Act.

b. The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

c. A fine or suspension levied by the Board may not be imposed unless the board first provides at least 14 days' written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any licensee, or invitee of the unit owner.

d. If a unit owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full. This subsection does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

e. The association may suspend the voting rights of a unit owner or member due to nonpayment of any fee, fine, or other monetary obligation due to the association which is more than \$1,000 and more than 90 days delinquent. Proof of such obligation must be provided to the unit owner or member 30 days before such suspension takes effect. A voting interest or consent right allocated to a unit owner or member which has been suspended by the association shall be subtracted from the total number of voting interests in the association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under this chapter or pursuant to the declaration, articles of incorporation, or bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association.

18.5 Attorney Fees and Costs. In any proceeding arising because of an alleged failure of a Unit Owner or the Associating to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees and costs (including appellate attorneys' fees).

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE AND SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

13. The language set forth in Article 7, Section 7.4 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the "Declaration"), is amended as follows:

7.4 Special Rules Regarding Repair and Replacement. ~~The Association shall be responsible for repairing and replacing any portion of the structure the Unit Owner would normally be responsible for maintaining if and to the extent that repairing or replacing the portion the Association is responsible for maintaining naturally entails repairing or replacing the portion the Unit Owner would otherwise be responsible for maintaining.~~ Notwithstanding the duty of the Association to maintain, repair and/or replace parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage caused by any latent condition of the Condominium Property. Further, to the extent the Association is responsible for repairing and replacing any portion of the structure, and such repair and replacement naturally entails repairing or replacing the portion of the Unit that the Unit Owner would otherwise be responsible for maintaining, the Association shall not be liable to the Unit Owners for the injury or damage caused by such repair.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS ARTICLE AND SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.

14. The language set forth in Article 13, Section 13.5 of the Declaration of Condominium of Hillcrest Country Club Apartment No. 15, A Condominium, as recorded in Official Records Book 18819, Page 0622, of the Public Records of Broward County, Florida, as amended from time to time (the “Declaration”), shall be amended as follows:

13.5 Insurance Trustee; Share of Proceeds. All insurance policies shall be, with respect to the Condominium Property, for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses with respect to the Condominium Property shall be paid to the Insurance Trustee (if appointed) which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida, or one or more of the Directors or Officers of the Condominium Association. The Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee (if appointed) shall be to receive all such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

EXCEPT AS PROPOSED ABOVE, ALL OTHER TERMS AND CONDITIONS OF THIS SECTION OF THE DECLARATION AND REMAINING TERMS OF THE DECLARATION SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT ACCORDING TO THEIR TERMS.