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PLEASE RESPOND TO:
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May 16, 2017

Board of Directors
c/o Marylynn DeGesero

RE: Belfort Condominium Q Association, Inc.
Proposed Amendments 2017
File No.: 31800.002

Dear Marylynn:

Based upon the requested modifications, I have prepared the following revised proposed language for the Board's review.

In order to create the desired changes to the Declaration of Condominium, I recommend amending the following sections as detailed below. I will note the new language as **underlined** while noting the changed and removed language by **~~strikeout~~**.

I. PROPOSED. I propose amending Article 2.1 of the Declaration, as follows:

“§2.1 “Act” means the Condominium Act (Chapter 718 of the Florida Statutes) as ~~it exists on the date hereof~~ **amended from time to time**, and as hereafter renumbered.”

II. PROPOSED. I propose amending Article 11, Paragraph (a) of the Declaration as follows:

“11. Operation of the Condominium by the Association; Power and Duties.

The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles and By-Laws of the Association (respectively, Exhibits 4 and 5 annexed hereto), as amended from time to time. In addition, the Association shall have all powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the Exhibits annexed hereto, and the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time. **Effective upon recording of this amendment, Each Unit Owner, approved tenant, resident or occupant shall be required to deposit with the Association within thirty (30) days, a key to the Unit, to be used by the Association in times of emergency and scheduled maintenance, as detailed in this provision. In the event a Unit Owner changes the lock, the Unit Owner shall have five (5) days from the change to provide the Association with**

a copy of the new key. Failure to provide either, an initial key after request or a new key after a changed lock, shall result in the lock being changed by the Association at the Unit Owner's expense. Collection of the cost for any key lock change shall be deemed an individual special assessment, collectible by lien and foreclosure."

III. PROPOSED. I propose amending Article 13.2, of the Declaration as follows:

13. Collection of Assessments and Special Assessments.

§13.1 UNCHANGED

§13.2 Default in Payment of Assessments of Special Assessments for Common Expenses. Assessments, Special Assessments and Installments thereof not paid within ten (10) days from the date when they are due, **shall incur a late fee in the maximum amount allowed by law and** shall bear interest at the highest rate allowable by law from the due date until paid. The Association has a lien on each Condominium Parcel for unpaid Assessments and Special Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments and Special Assessments or enforcement of the lien. The lien is effective from and after recording a claim of lien 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 dates. No such lien shall continue for a longer period than one year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, Special Assessments, interest, **late fees,** costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. ..."

IV. PROPOSED. I propose amending Article 14.8, of the Declaration as follows:

§14.8 Unit Owners Personal Coverage. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without the rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, ~~if such Owner so desires,~~ to purchase and pay for insurance as to all such other risks not covered by insurance carried by the Association, **including but not limited to, coverage for personal property, windows not covered by the Association, and coverage for mold. Additionally, any approved Tenant under a lease agreement must obtain Rental Insurance. The Association must be listed as an "Additional Insured" under any General Liability policy for a Unit Owner or Tenant. A copy of the Declaration page of the Insurance Policy must be provided to the Association within thirty (30) days of new coverage or renewal.**

V. PROPOSED. I propose amending Article 17.8, of the Declaration as follows:

§17.8 Leases No portion of Unit (other than an entire Unit) may be rented. **Effective upon the recording of this amendment, no lease shall be approved during the first two (2) years of ownership of the Unit, beginning from the date title is recorded in the name of the Unit Owner. A Unit whose ownership is**

transferred by way of inheritance is exempt from this restriction until such time as ownership is subsequently transferred by sale, gifting, or any other conveyance. No transient use of the Units shall be authorized, including but not limited to, temporary leasing through AirBNB or other third party service or entity. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of the Association,, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. Any person over the age of 18, residing in or occupying a Unit, with or without the Unit Owner in residence, for more than thirty (30) days in any 365 day period, shall be deemed a tenant, regardless of whether rent was paid, and must be screened and approved by the Association as detailed in this Section and Section 18. No Unit shall be occupied by any person, without the Owner in residence, except for an approved owner *(in reading this sentence, this seems redundant?)* or tenant, or the immediate family of an approved owner or tenant, unless authorized by the Association in writing. Leasing of Units shall ~~also~~ be subject to the prior written approval of the Association and the Association may reject the leasing of any Unit on ~~any~~ reasonable grounds as detailed in Section 18 hereof the Association elects No lease shall be approved for a term of less than ~~four (4) months~~ one (1) year. Only one lease shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a security deposit, in the maximum amount allowed by Florida law, sum to be determined by the Association which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge determined by the Association, shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. Any Owner who does not reside within Florida, and is approved to lease his/her Unit, must retain a local, licensed management company to handle the property and any issue that may arise. Furthermore, all Owners of leased Units must maintain a current home service policy on all appliances, including but not limited to, Water Heater, and HVAC system to reduce incident of flooding and damage to the Common Elements and neighboring Units. All leases shall also comply with and be subject to the provisions of Section 18 hereof.”

- “18. Selling, Leasing and Mortgaging of Units. No Unit Owner ~~other than the Developer~~ may sell or lease his Unit except by complying with the following provision:

SUBSECTION 18.1 DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

§18.1 Screening of Prospective Purchasers and Tenants. Any Unit Owner who wishes to sell, lease, re-new any lease, or otherwise transfer any interest in any Unit shall submit to the Board of Directors an application for approval which shall be accompanied by such information as the Board may reasonably require, including but not limited to, a valid, government-issued ID that includes age verification, financial information such as bank statements and tax returns, or other proof of income. The applicant for purchase or lease must agree to a

criminal and financial background check, including credit report, conducted by the Association. The Board shall have the right to disapprove an application for lease, sale or other conveyance for good cause. The Board shall consider the following factors as constituting good cause for such disapproval:

(i) The proposed purchaser of any Unit will (should this word be deleted?) be a Corporation, Partnership, Investment Agency, LLC, or other non-human entity, as such entities are prohibited from purchasing a Unit in the Association.

(ii) The proposed purchaser, lessee, or transferee has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and the person was not acquitted or the charges were not dropped;

(iii) The proposed purchaser, lessee, or transferee has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association;

(iv) The application for approval on its face indicates that the proposed purchaser, lessee, or transferee intends to conduct himself/herself/themselves in an manner inconsistent with the covenants and restrictions applicable to the association;

(v) The proposed purchaser, lessee, or transferee has a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in other social organizations or associations, or by their conduct in this Association as a tenant, Unit Owner or occupant of a Unit;

(vi) The proposed purchaser, lessee, or transferee failed to provide the information required to process the application within 14 days from request, or included inaccurate or false information in the application;

(vii) All assessments, fines and other charges against the Unit have not been paid in full.

No one except a previously approved purchaser, lessee, or transferee shall be allowed to occupy a Uni (correct to Unit), either as a guest or otherwise while an application for approval is pending before the Board of Directors. The Association shall have the right to conduct a personal interview of any proposed purchaser, lessee, or transferee prior to the approval/denial of any application.

The Association shall have the right to impose a reasonable fee in connection with any requested approval of any lease or transfer of any interest in the highest amount permitted by law, as further detailed in §18.10.

The Board of Directors must approve or disapprove an application for approval to sell, lease, re-new any lease, or otherwise transfer any interest in any Unit within thirty (30) days after receipt of a complete and accurate application for approval. If the Board fails to give written notice of its approval or disapproval within this time period, the application shall be deemed accepted by the Association.

Any lease approved by the Association shall not be modified, extended or amended without approval of the Board of Directors. All renewals of lease must be approved by the Board of Directors as any other lease.

(Can this sections have a 'heading' RIGHT OF FIRST REFUSAL?) The Association has the right but not the obligation to exercise a Right of First Refusal for any offer for purchase or lease received. In the event the Association exercises it's Right of First Refusal for purchase, the Board of Directors must notify the seller of the intent of the Association, within ten (10) days after receipt of the notice of intent to sell, that the Association wishes to purchase the Unit at the current offer or the Association must provide a substitute purchaser at the current offer. The sale of the Unit must close within 45 days of the exercise of the Right of First Refusal. In the event the Association exercises it's Right of First Refusal to lease, the Board of Directors must notify the Unit Owner of the intent of the Association, within ten (10) days after receipt of notice of intent to lease, that the Association will be providing a tenant for lease at the current offer. The lease under the Right of First Refusal must begin on the same date, and have the same terms as under the current offer."

***Question ...this paragraph replaces about 3 full pages in the original Declaration. Is this sufficient to enact everything allowed therein? Just wan to make sure we are not missing anything

"§18.2 Consent of Unit Owners to Purchase or Lease of Units by the Association. The Association shall **have the right to not** exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of Owners ~~of a majority of the voting interests present in person or by proxy and voting at a meeting at which a quorum has been obtained.~~"

NO CHANGE TO REMAINDER OF §18

VI. PROPOSED. I propose amending Article 8, of the Declaration as follows:

"8. 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 in excess of Five ~~Hundred Thousand~~ **Thousand** Dollars (~~\$500.00~~ **5,000.00**) 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 a majority of the voting interests 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 Five ~~Hundred Thousand~~ **Thousand** Dollars (~~\$500.00~~ **5,000.00**) or less in an 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."

VII. PROPOSED. I propose amending Article 3.3(c) and 3.3(d), of the Declaration as follows:

"§3.3 Limited Common Elements. Each Unit shall have, as Limited Common Elements appurtenant thereto:

NO CHANGE TO (a) or (b)

"(c) Automobile Parking Spaces. The automobile parking spaces shall be Limited Common Elements of the Units with respect to which the space or spaces are assigned. **All vehicles**

parked in the Association must be maintained in order to prevent leakage of gas, oil or other corrosive materials that can cause damage to the pavement beneath. Any cost of repair to the Limited Common Element by the Association, due to leakage by an Owner, tenant, resident and/ or occupant's vehicle, shall be paid by the Owner. Any unpaid sums related to this damage within thirty (30) days after demand shall become an individual special assessment, collectible by lien and foreclosure as any other assessment."

(d) Air Conditioner Condensing Unit. If located within the Condominium Property, each Each Unit Owner shall be responsible for the maintenance and care of the air handler in their Unit and the compressor Unit on the roof air conditioner condensing unit."

In order to create the desired changes to the Bylaws, I recommend amending the following sections as detailed below. I will note the new language as **underlined** while noting the changed and removed language by **strikeout**.

I. PROPOSED. I propose amending Article 1.1, of the Bylaws as follows:

"§1.1 Principal Office. The principal office of the Association shall be 7600 Nob Hill Road, Tamarac, Florida 33321 the address of the current management company, or at such other place as may be subsequently designated by the Board of Directors."

II. PROPOSED. I propose amending Article 3, and adding Article 4.19 of the Bylaws as follows:

"3. Members. All Meetings of Members detailed below in this section shall be conducted in English."

"§4.19. Any and all meetings of the Board of Directors, Committee Meetings or other Official Meetings held by the Association, shall be conducted in English."

Please let me know if any further changes need to be addressed. Remember before the membership can vote on these changes, the Board must hold a duly called Board Meeting with proper notice and obtain a 66 2/3% YES vote. Once the Board is ready to proceed with a membership vote, please provide me with the date, time and place, including address for the special members meeting so that I may prepare the necessary documentation. I look forward to hearing from you shortly.

Sincerely,

/s Rachel E. Frydman - electronic

Rachel E. Frydman, Esq.