

This instrument prepared by:  
and return to:

Eryn M. McConnell, Esquire  
WEAN & MALCHOW, P.A.  
646 East Colonial Drive  
Orlando, Florida 32803

**CERTIFICATE OF APPROVAL OF AMENDMENTS TO THE DECLARATION OF  
CONDOMINIUM OWNERSHIP OF SCOTTISH HIGHLANDS, A CONDOMINIUM AND  
THE BYLAWS OF SCOTTISH HIGHLANDS CONDOMINIUM ASSOCIATION, INC.**

The undersigned authorities hereby certify that the Board of Directors of the Scottish Highlands Condominium Association, Inc. ("Association") and the members of the Association have adopted the attached amendments to the Declaration of Condominium Ownership of Scottish Highlands, A Condominium ("Declaration"), as originally recorded in the Public Records of Lake County, Florida on February 3, 1983 at OR Book 768, Page 1856 *et seq.*, and subsequently amended at OR Book 775, Page 2426, OR Book 790, Page 1064 *et seq.*, OR Book 790, Page 1066 *et seq.*, OR Book 798, Page 1760 *et seq.*, OR Book 824, Page 1911 *et seq.*, OR Book 835, Page 944, OR Book 836, Page 2305, OR Book 861, Page 1741 *et seq.*, OR Book 883, Page 2462 *et seq.*, OR Book 922, Page 336, OR Book 927, Page 1527 *et seq.*, OR Book 941, Page 1419 *et seq.*, OR Book 955, Page 2367 *et seq.*, OR Book 966, Page 1703 *et seq.*, OR Book 980, Page 660, OR Book 993, Page 2295 *et seq.*, OR 996, Page 1472 *et seq.*, and OR Book 998, Page 1815 *et seq.*

The undersigned authorities further certify that the Board of Directors and the members of the Association have adopted the attached amendments to the By-Laws of Scottish Highlands Condominium Association, Inc., A corporation not for profit ("By-Laws"), as originally recorded in the Public Records of Lake County, Florida on February 12, 1983 at Official Record Book 768, Page 1911 *et seq.*, as amended at OR Book 832, Page 2017 *et seq.*, OR Book 892, 1039, OR Book 1000, Page 557, OR Book 1076, Page 1811, OR Book 1088, Page 1910 *et seq.*, OR Book 1088, Page 1916 *et seq.*, OR Book 1089, Page 71, OR Book 1284, Page 12 *et seq.*, OR 1496, Page 1783 *et seq.*, OR Book 1595, Page 2127 *et seq.*, OR Book 2626, Page 2116 *et seq.*, OR 4284, Page 933 *et seq.*, OR Book 4561, Page 96 *et seq.*, OR Book 4586, Page 1078 *et seq.*, and OR Book 4611, Page 1809 *et seq.*

The attached amendments to Sections 11.3 and 12.4 of the Declaration were approved in accordance with Section 17 of the Declaration by four hundred forty (440) affirmative votes of the six hundred fifty-one (651) total votes representing not less than sixty-six and two-thirds percent of the entire membership of the Board of Directors and not less than sixty-six and two-thirds percent of the votes of the entire membership of the Association, who executed a written consent without a meeting, accumulated between January 6, 2021 and March 17, 2021.

In addition, the attached amendments to Sections 7.1.2, 7.1.2.1 and 7.1.2.3 of the By-Laws were approved in accordance with Article 8.1 of the Bylaws, as amended, by at least four hundred twenty (420) of the six hundred fifty-one (651) total votes, representing a majority of all votes held by the members of the Association, who executed a written consent without a meeting, accumulated between January 6, 2021 and March 17, 2021.

Witness our hands and seals this 30 day of March, 2021.

ATTEST:

SCOTTISH HIGHLANDS CONDOMINIUM  
ASSOCIATION, INC.

Cathy Arman  
Cathy Arman, Secretary

By David Moser  
David Moser, President

STATE OF FLORIDA :  
COUNTY OF LAKE :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30 day of March, 2021, by David Moser and Cathy Arman as President and Secretary, respectively, of Scottish Highlands Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

Karen B. Calhoun  
(SIGN)

My Commission Expires:  
4/11/2022

Karen B. Calhoun  
(PRINT)

Notary Public, State of Florida at Large



KAREN B CALHOUN  
Commission # GG 189498  
Expires April 11, 2022  
Bonded Thru Budget Notary Services

## PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF SCOTTISH HIGHLANDS, A CONDOMINIUM

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

### 11.3 Enforcement of Maintenance and for Assessment:

The Association is granted the right to make repairs to any unit or units if, in the opinion of the Association, such repairs, replacements or maintenance are required to preserve the unit for the common good of the members of the Association. The Association shall not have the right to require cosmetic changes to a unit nor assess for alteration made for purposes other than maintenance or repair. The Association shall only be able to require maintenance when there are such defects in the unit that they may cause damage to adjoining units or are unsightly so as to significantly detract from the value and enjoyment of nearby units or from the condominium as a whole. If the owner, or the subsequent owner, of the parcel does not comply with the request of the Association for maintenance repair of his unit, the Association shall have the power to perform the maintenance or repair and to assess the parcel owner for costs of the same within a reasonable time following discovery. The Association is further granted a lien on each parcel including its appurtenant undivided interest in the common elements and limited common elements, if any, as provided in the Florida Statutes. Such a lien shall secure the monies due for all assessments levied against the parcel and the owner thereof, for interest, if any, which may become due on delinquent assessments owing to the Association, and for costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the parcel, both at the trial level and on appeal. The lien granted to the Association may be established and foreclosed in the Circuit Court, in and for Lake County, Florida, and in any suit for the foreclosure of said lien. The lien of the Association shall also secure all advancements for taxes and payments on account of superior mortgages, liens or encumbrances made by the Association to protect its lien, together with interest at a rate equal to that rate of interest known as the "prime lending rate" on an average, but not less than, fifteen percent (15%) per annum. Anything in this Declaration or any of its exhibits to the contrary notwithstanding, any lien granted herein to the Association shall be subordinate, junior, and inferior to the lien of any institutional first mortgage, regardless of time of inception of either, except as noted below. **Any purchaser acquiring title, 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, unless otherwise prohibited by law. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.** ~~Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.~~

When the holder of an institutional first mortgage of record obtains title to the condominium parcel encumbered by said mortgage as a result of a deed given in lieu of foreclosure, such acquirer of title and its successors and assigns shall **be liable for the lesser of up to 12 months of unpaid assessments which accrued or became due during the 12 months immediately preceding**

**the acquisition of title, or one percent of the original mortgage debt, unless a greater amount is allowed by Florida Statutes, as amended from time to time** not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable of the former parcel owner which became due prior to acquisition of title, unless the share is secured by a claim of lien for assessments that was recorded prior to the recording of such institutional first mortgage. ~~The~~ **Any remaining** unpaid share of common expenses or assessments shall become common expenses collectible pro-rata from all of the parcel owners including such acquirer, its successors and assigns.

\* \* \*

#### 12.4 Recording and Priority of Lien:

The lien of the Association shall be effective from and after recording within the Public Records of Lake County, Florida, it shall state the description of the unit encumbered thereby, the name of the record owner, the amount and the date when due, and it shall continue in effect for all sums owned until fully paid. The Claims of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim, the same shall be satisfied of record. As to the priority between the lien of a recorded institutional first mortgage and the lien of the Association, the lien of the institutional first mortgage shall be superior as set forth in Paragraph 11.3 hereinabove, **unless otherwise prohibited by law**. Subject to the foregoing, any parcel owner or owners shall be personally liable for any assessment assessed against his parcel while he owned the same, including interest, attorney's fees, and court costs, as they shall be rendered by a court of competent jurisdiction. Any right reserved to the Association to foreclose liens in Paragraph 11 above are granted to the Association hereunder, in addition to those set forth above in this Paragraph.

\* \* \*

Prepared by: Eryn M. McConnell  
Dated: September 30, 2020

## PROPOSED AMENDMENTS TO THE AMENDMENT AND RESTATEMENT OF THE BYLAWS OF SCOTTISH HIGHLANDS CONDOMINIUM ASSOCIATION, INC.

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

### ARTICLE 7. CONDOMINIUM USE RESTRICTIONS

\* \* \*

7.1.2. AGE REQUIREMENTS. In accordance with the Fair Housing Amendments of 1988 **and Housing for Older Persons Act of 1995 (HOPA)**, at least one person fifty-five (55) years of age or older must be a permanent occupant of each parcel while any other person occupies the parcel. **All additional or secondary unit occupants must be forty-five (45) years of age or older, unless a request for exemption is made through the Residential Screening Committee to the Board and approval is granted. All permanent occupants must register with the Association and provide proper age verification documentation on an annual basis, or upon request by the Association.** ~~Persons under the age of fifty-five (55) and over the age of eighteen (18) may occupy and reside in a parcel so long as one occupant is age fifty-five (55) or older.~~

7.1.2.1. Persons under the age of ~~eighteen (18)~~ **twenty-five (25)** shall be allowed to occupy a parcel on a temporary basis not to exceed ~~ninety (90)~~ **thirty (30)** days in any calendar year so long as one (1) of the occupants is age fifty-five (55) or older and if the minor does not utilize public or private school bus transportation to attend school. On an emergency basis, the Board may grant an extension to the ~~ninety (90)~~ **thirty (30)** days when an appeal is made through the Residential Screening Committee to the Board. **In order to assure compliance with the governing documents, each Unit Owner shall notify the Association in writing of any temporary occupancy of any person under the age of twenty-five (25) that exceeds thirty (30) consecutive days. Failure to provide the foregoing information shall be a permissible basis to support a legal action by the Association against the Unit Owner.**

7.1.2.2. The Board shall have the right to establish hardship exceptions to permit any person between the ages of eighteen (18) and fifty-five (55) to reside permanently in the community in the absence of a person fifty-five (55) or older occupying the same unit. Such exceptions as may occur, if at all, through the natural exigencies of life, such as death, divorce, long-term illness or the like, shall be the sole exceptions to the requirement that each unit be occupied by at least one person aged fifty-five (55) years or older. The Board shall have no discretion to create its own exceptions.

7.1.2.3. The Board or its designee shall have the right to deny occupancy of a parcel by any person who would thereby create a violation of the ~~forementioned restrictions~~ **fore-stated percentages of adult occupancy**. Restrictions on occupancy by persons under fifty-five (55) years of age shall not apply to owners and persons continuously occupying a parcel prior to February 15, 1989.

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Prepared by: Eryn M. McConnell  
Dated: September 30, 2020