

member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

.3 Costs and attorneys' fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

.4 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

9. Amendment. Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

.1 Declaration of condominium. Amendments to the declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the apartment owners meeting as members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Directors and