



AMENDMENT TO  
XIV.  
SALE, LEASE OR MORTGAGE OF UNITS

As used herein the following shall apply:

- a. Words in the text that are lined through (~~stricken out~~) indicate deletions from the present text.
- b. Words in the text which are underlined shall indicate additions to the present text.
- c. The prior Amendment to Article XIV of the Declaration of Condominium is hereby amended and supplanted as to the additions and deletions noted herein. The unchanged portions of the text shall remain as of the date of the prior amendment.

~~2. Should a record owner of a unit wish to sell and/or transfer his/her/their/its Condominium Parcel then the Unit Owner shall deliver, to the Board of Directors of the Association, a written notice of the Unit Owner's intent to sell which notice shall contain the terms the Unit Owner is prepared to accept, and the names, address, and pertinent information of and about the prospective purchaser, in the form and manner as may be prescribed by the Board of Directors from time to time. The Board of Directors, within fifteen (15) days after receiving such notice, shall either (a) consent to the sale specified in said notice; or (b) by the written notice to be delivered to the Unit Owner, designate that the Association, one or more Unit Owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase the Unit and that designee shall be permitted to purchase same upon the same terms as those specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer of the Board of Directors or withdraw and/or reject the offer specified in such Unit Owner's notice to the Board of Directors. Upon receipt of written advice from the Board of Directors that the Board of Directors has received the written acceptance of the Unit Owner, the stated designee shall thence close under the terms and conditions of the contract previously accepted by the selling Owner of a Unit. Failure of the Board of Directors to designate such person or persons or itself within said fifteen-day period, or failure of such designee to close the purchase within the period called for under the submitted contract, shall be deemed consent by the Board of Directors to the transaction specified in the Notice of the Owner of a Unit, and the Unit Owner shall be free to make the contract or accept the offer specified in the Unit Owner's notice, and may sell the Unit pursuant thereto to the prospective purchaser named therein.~~

~~3. In the case of a sale of a Unit under paragraph 2 above, the Board of Directors shall give to the Unit Owner an instrument in recordable form showing the consent of the Board of Directors of the Association to the transfer of ownership in the Unit. The Unit Owner shall have no right to sell his Condominium Parcel, except as expressly provided for in paragraph 2 above.~~

2. No unit owner may dispose of any unit or any interest in a unit by sale without the prior written approval of the Association. A unit owner intending to make a bona fide sale of

Exhibit "A"

his/her/their unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application for sale and purchase (provided by the Association), a screening fee in the amount of \$200.00 and such other information concerning the intended purchaser as the Association may reasonably require, including but not limited to, federal and state tax documentation, payroll documentation, investment documentation and other income and financial documentation. As part of this notice, the intended purchaser (and/or any intended occupants) must schedule a personal interview with the Board of Directors and/or a background investigation including, but not limited to, criminal history, credit and financial history, prior residential history and civil litigation history. In the event the prospective purchaser (and/or anyone having any relation, business or personal, thereto) moves in without the prior written permission of the Association, the purchase application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized occupancy, and in such event, the prospective purchaser and the unit owner shall be jointly and severally liable for the court costs and attorneys' fees, through the appellate level, whether suit be brought or not.

The Association shall neither have the duty to provide an alternate purchaser or owner, nor shall it assume any responsibility for the denial of a sale or owner application, if the denial is based upon, including but not limited to, any of the following factors:

(a.) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or theft or destruction of property; a felony demonstrating dishonesty or moral turpitude; any criminal offense involving illegal drugs or any criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior.

(b.) The sale, ownership, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Association's documents, or that the sale, or ownership, if approved would result in a violation of the Association's documents:

(c.) The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her criminal history, conduct in other residences, social organizations or associations, or by his conduct in this community as an occupant of a unit;

(d.) The person seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer / approval fee or assessment escrow deposit or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide or refused to release to the Association the background investigation;

(e.) The person seeking to sell or own the unit is delinquent in the payment of any assessments or other sums owed to the Association;

(f.) The person seeking approval (including all proposed occupants) is financially unable to meet the obligations that are incumbent upon an Owner in the Association; the purchase of the unit is beyond the financial ability of the person seeking approval; or inquiry into the financial responsibility of the person seeking approval indicates an inability to afford the mortgage, maintenance assessment and other unit obligations and other financial obligations not related to the unit.

Notice. Any event transferring ownership or possession of a unit which shall occur without the required prior notice having been given to the Association shall be void ab initio. The Association shall take any and all legal acts as may be necessary to terminate such prohibited transfer of ownership or possession. The Association shall recover its court costs and its reasonable attorney's fees from the owner and/or possessor of the unit through all appellate levels whether suit be brought or not.

3. No record owner or owners of units of Kendallwood Villas Condominium Association, Inc., who acquire title after the effective date of this amendment, shall rent or lease (or like conveyance) their unit at any time. No record owner or owners of units of Kendallwood Villas Condominium Association, Inc., who acquired title before the effective date of this amendment and who were not renting or leasing their unit before the effective date of this amendment shall rent or lease (or like conveyance) their unit at any time. If a record owner or owners of units of Kendallwood Villas Condominium Association, Inc. acquired title before the effective date of this amendment and was renting or leasing their unit before the effective date of this amendment, then upon a change in the ownership of such unit, including but not limited to a change of control as defined herein, the record owner or owners shall not rent or lease (or like conveyance) their unit at any time. It is the intent that the owner of each unit at Kendallwood Villas Condominium Association, Inc. shall occupy and use such unit as a private dwelling and for no other purpose including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted. Should a record owner or owners of units of Kendallwood Villas Condominium Association, Inc. be a corporation, limited liability company, partnership, trust or other like entity, then upon a change of control of such entity said owner shall be deemed to have acquired titled after the effective date of this amendment and shall not rent or lease (or like conveyance) their unit at any time. Change of control shall be defined as any sale, transfer, assignment of any interest, share, stock, unit or like beneficial interest in such entity, whether voluntary, involuntary, by inheritance or legal process.

4. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may grant permission to an owner to lease the subject unit to a specified lessee for a period of not less that four consecutive months nor more than twelve consecutive months. Institutional mortgagees acquiring title through mortgage foreclosure proceedings shall be deemed a special situation. In order to be valid, such permission by the

Board of Directors must be in writing. Moreover, if the Association finds during the term of any such lease that the lessee has violated the rules and regulations of the Association or the terms and provisions of the Declaration of Condominium of Kendallwood Villas Condominium Association, Inc. or other documents governing Kendallwood Villas Condominium Association, Inc., or that the lessee has otherwise been the cause of a nuisance or annoyance to the residents of Kendallwood Villas Condominium Association, Inc., then the Association may so notify such lessor of its disapproval of such lessee in writing and such lessor shall be precluded from extending any lease to said lessee without the written approval of the Association.

5. Any attempt to sell, transfer, rent, sublease or lease a unit without compliance with the provision of this Article shall be deemed a breach of the Declaration, shall be null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee. The subleasing of a Unit shall be subject to the same limitations as are applicable to the leasing thereof. No individual rooms shall be rented and no transient tenants shall be accommodated in a Unit. The liability of the Unit Owner under this Declaration shall continue notwithstanding the fact that the Unit Owner may have rented, subleased or leased a unit leased the Unit as provided herein. Every purchaser or lessee shall take title, subject to the Declaration of Condominium and all amendments and all Exhibits thereto as well as the provisions of the Condominium Act.

6. Any attempt to sell or lease a Unit without compliance with the provisions of this Article shall be deemed a breach of this Declaration, shall be null and void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

7. No Unit Owner may mortgage his/her/their Unit or any interest therein other than to an Institutional Lender as hereinbefore defined, without the approval of the Association as determined by the Board of Directors and which approval may be arbitrarily withheld; provided, however, that this paragraph shall not apply to the Association in accepting a purchase money mortgage as a part of the purchase price of a Unit, nor to Unit Owner accepting a purchase money mortgage from an approved purchaser. The Association may charge any Unit Owner a fee for the processing of any application for sale or lease provided under this section of the Declaration of Condominium as may be permitted under the applicable statutes of the State of Florida.

8. No judicial sale of a Unit shall be valid unless:

- (a) The sale is to a purchaser approved by the Association as herein above provided; or
- (b) The sale is a result of a public sale with open bidding.

9. This Article shall not apply to the transfer by a Unit Owner to any member of his/her/their immediate family (i.e., spouse, children or parent).

10. Any Institutional Mortgagee upon becoming the owner of a Unit through

whatever means, shall have the unqualified right to sell or mortgage said Unit including the fee ownership thereof, without Notice to the Board of Directors required under paragraph 1 above and without complying with any other paragraph of this Article provided:

- (a) Any Purchaser shall take subject to the terms of this Declaration of Condominium;
- (b) That in all other respects, the provisions of the Condominium Act shall be applicable thereto;
- (c) That nothing herein contained shall be deemed to allow or cause a severance from the Unit of the share of the Common Elements or other appurtenances of said Unit.

11. All provisions of a mortgage in favor of an Institutional Mortgagee shall take precedence over the provisions of this Declaration, particularly as to the right to receive insurance proceeds and the right to approve of companies on which insurance is written, as well as the Condominium Act requirements concerning the non-effect of prior Assessments in the event of foreclosure by any Institutional Mortgagee.