

**AMENDMENT**

**DECLARATION OF CONDOMINIUM**

**OF**

**CAPRI VILLAGE EAST, A CONDOMINIUM**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

20. Conveyances. In order to assure a community of congenial residents and thus protect the value of the units, the sale, and leasing, ~~and mortgaging~~ of the units by any owner shall be subject to the following provisions:

20.1 ~~Sale or Lease.~~

~~Where approvals are required if the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all the intended occupants of the unit. The approval of the directors shall be obtained in the manner hereinafter provided, except the provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company, real estate investment trust, or limited partnership regularly engaged in mortgage financing, or a savings and loan association which acquires its title as a result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, real estate investment trust, or limited partnership regularly engaged in mortgage financing, or savings and loan association which so acquires its title~~

20.1 ASSOCIATION APPROVAL OF LEASES.

20.1.1 Board Right of Approval. The Board of Directors shall have the authority to approve all tenants, occupants, and leases and renewals or extensions thereof. The Board of Directors shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board of Directors deems appropriate under the circumstances.

20.1.2 Leasing Restrictions.

A. At least one (1) person leasing a Unit must be fifty-five (55) years of age and said person must occupy the Unit during the entirety of the lease.

B. Only the entire Unit may be leased.

C. "Rent-sharing" and subleasing is prohibited.

D. The Board of Directors will refuse/prohibit re-leasing to a proposed, current, or previous tenant who has violated the Condominium Documents, did not show proper respect for the Condominium Property or other Condominium occupants.

E. The Board of Directors may disapprove a tenant, occupant, and/or lease of a Unit to any person seeking approval (which shall include all proposed tenants and occupants) that has been convicted of the following non-exhaustive: a misdemeanor or a felony involving physical violence towards a child and/or adult, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, murder, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

If the Association disapproves a prospective tenant, occupant, or lease for "good cause" as set forth above, and or non-compliance with any of the restrictions enumerated above, the Association shall have no duty to furnish an alternative tenant, occupant, or lease, and the transaction shall not be made.

20.1.3 Background Check. The Association may require that a Unit owner have a background check completed on prospective tenants and all proposed occupants of a Unit during a lease.

20.1.4 Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a Unit owner shall apply to the Association for approval of such tenant and lease. It shall be the duty of the Association to notify the Unit owner of approval or disapproval of such proposed tenant and lease within thirty (30) days after receipt of all the following documents and fees from the Unit owner:

- A. A complete application for lease on any prescribed form, completed with all required information.
- B. A completed background check, if applicable.
- C. An application fee.
- D. A copy of the proposed lease.
- E. Any other information as the Association may reasonably require.

Failure of the Association to respond within thirty (30) days after receipt of all the foregoing documents and fees shall be deemed to constitute approval.

20.1.5 It shall be the owner's obligation to furnish the tenant with a copy of all Condominium Documents of the Association. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit owner so the Association may act on behalf of the owner to enforce the lease, evict the lessee pursuant to Chapter 83, Florida Statutes, or take any other action that the Unit owner, as landlord, may take regarding the lessee. The Unit owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

20.1.6 Tenant Conduct, Remedies. If a tenant or occupant refuses or fails to abide by the Condominium Documents, the Unit owners(s) shall be responsible for the conduct of the tenant and occupant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant and or any occupant. The Unit owner shall have the duty to bring his or her tenant and or any occupant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings. If the Unit owner fails or refuses to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit owner to undertake whatever action is necessary to abate the tenant and or any occupants noncompliance, including without limitation the right to institute an action for eviction pursuant to Chapter 83, Florida Statutes, against the tenant or occupant in the name of the Association, or as agent of the Unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit owner which shall be secured by a continuing lien on the Unit in the same manner as Assessments for Common Expenses.

20.1.7 Assignment of Rent. In order to ensure a timely and complete payment of all Assessments, all Unit owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Director's requests a Unit owner to do so the Unit owner shall execute a separate assignment of rents agreement as a condition precedent to leasing his or her Unit.

20.1.8 Transfer Fees. The Association may require the payment of a preset transfer fee simultaneously with the giving of notice of intention to lease, said transfer fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law. However, no transfer fee shall be required if the Tenant is a returning Tenant that left on satisfactory terms or if the lease is a renewal of a previous lease with the same Tenant or Tenants.

20.1.9 Unauthorized Transactions. Any lease and/or tenancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to evict the tenant, or occupant pursuant to Chapter 83, Florida Statutes, and/or commence an action to set aside such transaction. In either event the Unit owner violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

## 20.2 ASSOCIATION APPROVAL OF SALE OR TRANSFER OF A UNIT

20.2.1 Approval of Sale or Transfer of a Unit. The approval of the Association that is required for the sale, transfer of ownership, or occupancy of a Unit shall be obtained in the following manner:

A. Sale or Other Transfer. No Unit owner may dispose of the Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit owner will dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

B. Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Any gift recipient including a spouse or child that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.

C. Devise or Inheritance. If any Unit owner acquires his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. His right to occupy or use the Unit shall also be subject to the approval of the Board of Directors. Any Unit owner including a spouse or child that acquires his/her title by devise or inheritance that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.

D. Transfers to Trusts. Any person who is the recipient of use or occupancy rights arising from a trust agreement, or a transfer to a trust that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.

E. Other Transfers. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership or use of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors. Any Unit owner that has acquired his title by any manner not considered in the foregoing subsections that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.

### 20.2.2 Approval by Association.

A. Notice to Board of Directors and to Other Unit Owners.

1. Sale. A Unit owner intending to make a bona fide sale of his or her Unit or any interest in it shall give to the Board of Directors and to any other owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the un-redacted purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of the purchaser(s) and all proposed Unit occupants.

2. Gift, Devise or Inheritance; Other Transfers. A Unit owner who has or it is contemplated will obtain his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the intent to acquire and/or has acquired his or her title, together with such information concerning the Unit owner as the Board of Directors may reasonably require as provided herein, and a certified copy of the instrument evidencing the owner's title. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of any transferee, devisee, trust beneficiary, purchaser(s) and all proposed Unit occupants.

3. Failure to Give Notice. If the above required notice to the Board of Directors and to any other owner of such Unit is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, and criminal background check, the Board must either approve or disapprove the proposed transaction.

2. Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board, and criminal background check, must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.

3. Approval of Occupant. If a Unit owner or purchaser is a corporation, partnership, trust, limited liability company, or some other entity, the approval of ownership by the corporation, partnership, trust, or other entity shall be conditioned upon approval of a Primary Occupant, and a criminal background check of the Primary Occupant. A Primary Occupant and any other proposed occupant that has engaged in any of the activity enumerated in Article 14.3 of this Declaration can be denied approval.

20.2.3 Disapproval by Board of Directors. The Board of Directors may disapprove any sale, transfer of ownership of a Unit, or occupancy of a Unit, for the following reasons which shall constitute "good cause" for disapproval:

Any person seeking approval (which shall include all proposed owners and occupants) has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, murder, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

If the Association disapproves a prospective sale, transfer, lease, or occupancy for "good cause" as set forth above, the Association shall have no duty to purchase the Unit or furnish an alternative purchaser, and the transaction shall not be made.

20.2.4 Transfer Fee. The Association will charge a processing fee for the approval of transfers of title or leases (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by law per transaction (currently \$150). The Association or its authorized agent will also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owned to the Association by the Unit owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

20.2.5 Unauthorized Transactions. Any sale, transfer, lease, or occupancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to set aside such transaction in either event the previous and current Unit owner(s) violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

[ ~~20.2 — NOTICE TO DIRECTORS. A unit owner intending to make a bona fide sale or a bona fide lease of his unit, or any interest thereof shall give written notice of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Directors may reasonably require, and the terms of the proposed transaction, to the Directors.~~

~~20.3 — APPROVAL OF DIRECTORS. Within thirty (30) days after receipt of such notice, the Directors must either approve or disapprove the transaction or in the case of a sale furnish a purchaser approved by the Directors who will accept the sale upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser furnished by the Directors may have not less than thirty (30) days subsequent to the date of approval within which to close the purchase, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Directors shall be in recordable form and shall be delivered to the purchaser or lessee, and recorded in the Public Records of Sarasota County, Florida.~~

~~20.4 — MAY MAKE CHARGE. The Directors may make a charge to be paid at the time of application for approval to rent or sell, the charge to cover contemplated expenses created by such a request.~~

~~20.5 — MORTGAGE. No member may mortgage his unit or any interest therein without the approval of the Directors, except to a bank, life insurance company, real estate investment trust, or limited partnership regularly engaged in mortgage financing, or a savings and loan association. The approval of any other mortgagees may be upon conditions determined by the Directors or may be arbitrarily withheld.~~

Prepared by and Return to:  
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**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM  
OF  
CAPRI VILLAGE EAST, A CONDOMINIUM**

We hereby certify that the attached amendment to the Declaration for CAPRI VILLAGE EAST, A CONDOMINIUM (which Declaration is originally recorded at Official Records Book 1037, Page 947 *et seq.*, of the Public Records of Sarasota County, Florida) was approved and duly adopted at a Special Membership Meeting of CAPRI VILLAGE EAST CONDOMINIUM ASSOCIATION, INC. (herein, the "Association") held on April 19, 2022 and continued to May 17, 2022, by the affirmative vote of the owners of not less than fifty-one percent (51%) of the units of the Association as required by Article 9 of the Declaration. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 18<sup>th</sup> day of July, 2022.

Signed, sealed and delivered:  
in the presence of:

sign Lonnie Hooks

print Lonnie Hooks

sign Warren Wood

print Warren Wood

CAPRI VILLAGE EAST CONDOMINIUM  
ASSOCIATION, INC.

By: [Signature]  
Charles Reck, President

Attest: [Signature]  
Daniel McFarland, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18<sup>th</sup> day of July, 2022, by Charles Reck, as President of Capri Village East Condominium Association, Inc., who is personally known to me or who has produced as identification.



JACALYN K. WOOD  
Commission # HH 116385  
Expires April 20, 2025  
Bonded Thru Budget Notary Services

NOTARY PUBLIC

sign [Signature]

print \_\_\_\_\_

My Commission Expires: