

MOORS POINTE CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR OCCUPANCY PACKAGE

DATE RECEIVED: _____

PURCHASE _____ LEASE _____

*** As of 8/14/2024 New Amendment- Leasing Restrictions apply

Only entire units may be rented. There shall be no subdivision or subletting of units. Units shall not be leased anytime within the first twelve (12) months from acquisition of title to a unit. Owners who acquire title to a unit as a result of inheritance may lease the unit within the first twelve (12) months of acquisition of title, so long as the lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors. This twelve (12) month holding period prior to leasing shall not apply to the Association when the Association acquires title to a unit.

MOORS POINTE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE AND AUTHORIZATION FORM FOR CONSUMER REPORTS

In consideration for tenancy at a property operated by Moors Pointe Condominium, authorize, Moors Pointe Condominium, to procure an investigative consumer report on me and acknowledge that I have received a summary of my rights under the Fair Credit Reporting Act. I understand:

- This process may include verification of credit history, employment history, a review of any local, county, state and federal government agency records, court public records, driving records (MVR), and employment, personal or professional references.
- References may include information pertaining to my general character and reputation, personal characteristics, mode of living and work habits.
- The source of the reports will be Fraud Protection Network, Inc; 2500 E. Hallandale Beach Blvd, Suite 404, Hallandale FL 33009. Toll-free number: 855-203-0683.

I understand that have the right to make a request of Fraud Protection Network, Inc. upon proper identification and the payment of any authorized fees, for the information in its files on me at the time of my request.

I understand that before any adverse action is taken, based in whole or in part of the information contained in the consumer report, I will be provided a copy of the report and another copy of the summary of my rights under the Fair Credit Reporting Act, as well as additional information on my rights under the law.

By signing below, I hereby authorize without reservation, any party or agency contacted to furnish the above mentioned information. I further authorize ongoing procurement of the above mentioned reports at any time during my residency (or contract). I also agree that a fax or photocopy of this authorization with my signature be accepted with the same authority as the original.

I hereby authorize and request, without any reservation, any present or former employer, school, law enforcement or criminal agency, financial institution, division of motor vehicles, consumer reporting agencies, or other persons or agencies having knowledge about me to furnish Fraud Protection Network, Inc. and/or Moors Pointe Condominium with any and all background information in their possession regarding me, in order that my application for tenancy be evaluated.

Authorized by: _____

Date: _____

Applicant's Signature: _____

Printed Name: _____

Co-Applicant Signature: _____ Date: _____

Printed Name: _____

MOORS POINTE CONDOMINIUM ASSOCIATION, INC.

APPLICATION FOR OCCUPANCY APPROVAL

(To be completed by prospective resident)

1. This application must be completed in detail and submitted to the Association On-Site Management Office AT LEAST 15 DAYS PRIOR TO EXPECTED CLOSING DATE OR MOVE-IN DATE.
2. A copy of the executed purchase contract or executed lease agreement must be attached.
3. Please attach a NON-REFUNDABLE processing fee of \$100 (money order only) made payable to **MOORS POINTE CONDOMINIUM ASSOC.** If two persons apply and are husband and wife, then the processing fee is \$150. All adults (anyone over the age of 18) intending to occupy the unit must be screened. Screening consists of obtaining a consumer report, and any other information it deems necessary, for the purpose of evaluating my application. Such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information.
4. All vehicles must be registered with the office and a barcode label obtained for each vehicle. Barcode for residents costs \$15.00. Renter's vehicle registration must be in the name of the lease holder only, no exceptions.
5. All applicants must attend a personal interview PRIOR TO FINAL APPROVAL. You will be given an appointment after this application is received completed with all requested attachments and the background check and credit report is received. Occupancy prior to receiving approval is prohibited.
6. Use of this unit is for **SINGLE FAMILY RESIDENCE.** No person other than those represented herein may occupy the unit on a permanent basis. The number of persons living within the unit, except for temporary guests for a period no longer than a month, shall not exceed two (2) persons per bedroom and one (1) person per den contained within the unit.
7. The seller is responsible for providing the prospective buyer with a set of Documents.
8. PLEASE MAKE SPECIAL NOTE OF THE FOLLOWING REGULATIONS:
 - a. No car washing permitted within the community.
 - b. Only one parking space assigned per unit, additional guest spaces are available on a first-come-first-served basis for a 24 hour period only. Storage of vehicles in guest parking spaces is not permitted.
 - c. Guests vehicles not permitted overnight. Guests can park only until 11PM.
 - d. Pet restrictions- Only one dog, not to exceed 25 pounds, and/or one cat may be kept within the unit. Pet(s) are not permitted to be left out on the balcony or porch unattended.
 - e. All animal feces shall be removed immediately from the common area by the person in control of the animal.
 - f. Any exterior modification to the unit must have written approval from both the Sub- and Master Association prior to work being done.
 - g. Move-in / Move-out and construction noise is permitted during the hours of 8 am and 5 pm, Monday through Saturday.
 - h. **NO BARBECUING** or storage of Bar-B-Q units on the second story balcony is permitted.
 - i. Security iron door on the balcony or porch area is not permitted. Security bars are allowed on the inside of the unit with Association approval.

PLEASE PRINT OR TYPE ALL INFORMATION

DATE _____ UNIT NO. _____ CLOSING DATE _____

OWNER'S NAME _____ HOME PHONE _____
WORK PHONE _____

OWNER'S ADDRESS _____
NAME OF REALTOR _____ PHONE NO _____

NAME(S) OF PROSPECTIVE OWNER(S) AS IT APPEARS ON THE PURCHASE CONTRACT OR LEASE AGREEMENT:

1. _____ 2. _____

OTHER OCCUPANTS:

NAME	AGE	3 RELATIONSHIP

MOORS POINTE CONDOMINIUM ASSOCIATION, INC.

1. I hereby agree for myself and on behalf of all persons who may use the unit which I seek to purchase:
- a) I/we will abide by all of the restrictions contained in the Condominium Documents, Rules & Regulations, which are or may in the future be imposed by Moors Pointe Condominium Association, Inc.
 - b) I/we understand that there are pet restrictions, and agree to abide by all of the restrictions.
 - c) I/we understand that I must be present when any guests, relatives, or children who are not permanent residents occupy the apartment or use the recreational facilities.
 - d) I/we understand that occupancy of this apartment in my absence is prohibited.
 - e) I/we understand that any violation of the terms, provisions, conditions and covenants of Moors Pointe Condominium Association, Inc. Documents provides cause for immediate action as therein provided.

2. I/we have received a copy of the Moors Pointe Rules & Regulations: YES ____ NO ____

3. I/we understand that the acceptance for Purchase or Lease at Moors Pointe Condominium is conditional upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of information on these forms will result in the automatic rejection of this application. Occupancy prior to Board approval is prohibited.

4. I/we understand that the Board of Directors of Moors Pointe Condominium Association, Inc. may cause to be instituted an investigation of My/our background as the Board may deem necessary. Accordingly, I/we specifically authorize the Board of Directors to make such investigation, and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors of Moors Pointe Condominium Association, Inc. itself and its agents shall be held harmless from any action or claim by me/us in connection with the use of the information contained herein, or any investigation conducted by the Board of Directors and/or its agents.

In making the foregoing application, I/we are aware that the decision of the Moors Pointe Condominium Association, Inc. will be final and no reason will be given for any action taken by the Board of Directors. I/we agree to be governed by the determination of the Board of Directors.

Signature of Applicant

Signature of Co-Applicant

Print Name

Print Name

Date _____

Date _____

MOORS POINTE CONDOMINIUM ASSOCIATION, INC.
APPLICATION FOR OCCUPANCY

NOTE: If any question is not answered or left blank, this application may be returned, not processed and not approved.
Print of type legibly and fill in all blanks.

Date _____
Purchase _____ or Lease _____

Address of Unit _____ Unit # _____

Desired date of occupancy / closing _____
Name _____ DOB _____ Soc.Sec.No. _____

Co-Applicant _____ DOB _____ Soc.Sec.No. _____

No. of people who will occupy Unit _____
Name & Age of Child/ren who will occupy Unit _____

Description of pet(s) _____
(Breed, size, color, weight, etc.) _____
In case of Emergency Notify _____ Phone _____

*** PART I. – RESIDENCE HISTORY ***

Present Address _____ Phone _____

Landlord or Mortgage _____ Phone _____

Previous Address _____ Dates of
Residency _____
Landlord or Mortgage _____ Phone _____
Address _____

Previous Address _____ Dates of
Residency _____
Landlord or Mortgage _____ Phone _____
Address _____

*** PART II. – EMPLOYMENT & BANK REFERENCES ***

Employed by _____ Phone _____

How long _____ Dept. or Position _____ Monthly Income _____

Address _____ Supervisor _____

Co-Applicant Employment _____ Phone _____

How long _____ Dept. or Position _____ Monthly Income _____

Address _____ Supervisor _____

Bank Reference _____ Phone _____

How Long _____ Account No. _____ Checking _____ Savings _____

Address _____ Bank Officer _____

Bank Reference _____ Phone _____

How Long _____ Account No. _____ Checking _____ Savings _____

Address _____ Bank Officer _____

Applicant represents that all above information is true and complete and authorizes the verification of same by reasonable means. Applicant understands that false information given may constitute grounds for rejection of this application and/or forfeiture of any deposits.

Applicant understands that he/she is being charged a NON-REFUNDABLE application processing fee of \$100.

I, the undersigned Applicant have read and agree to all provisions of this application.

Applicant's Signature

Co-Applicant Signature

APPLICANT(S): MOST BANKS, FINANCIAL INSTITUTIONS, MORTGAGE COMPANIES AND EMPLOYERS REQUIRE YOUR SIGNATURE AND PRINTED NAME.

Date _____

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE AND EMPLOYMENT INFORMATION

I have named you as a reference on my application for occupancy.

You are hereby authorized to release and give to the below mentioned party(s) or their Attorney or Representative, any and all information they request concerning my banking, credit, residence, and employment in reference with my/our application made for occupancy.

DESIGNATED PARTY: MOORS POINTE CONDOMINIUM ASSOC., INC.

I hereby waive any privileges I may have with respect to the said information in reference to its release to the aforesaid party(s).

Photocopies of this Authorization may be made to facilitate multiple inquiries. In the event you do receive a photocopy of this Authorization, it should be treated as an original and the requested information should be released to facilitate my/our application for occupancy.

Applicant's Signature

Applicant- Print Name

APPLICANT(S): MOST BANKS, FINANCIAL INSTITUTIONS, MORTGAGE COMPANIES AND EMPLOYERS REQUIRE YOUR SIGNATURE AND PRINTED NAME.

Date _____

AUTHORIZATION TO RELEASE BANKING, CREDIT, RESIDENCE AND EMPLOYMENT INFORMATION

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Photocopies of this Authorization may be made to facilitate multiple inquiries. In the event you do receive a photocopy of this Authorization, it should be treated as an original and the requested information should be released to facilitate my/our application for occupancy.

Co-Applicant's Signature

Co-Applicant- Print Name

CONSUMER AUTHORIZATION TO OBTAIN CONSUMER REPORT

"I hereby authorize _____ to obtain a consumer report, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information.

I hereby expressly release _____ and any procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state and/or federal government agencies, including without limitation, various law enforcement agencies."

Applicant Name: _____

Applicant Signature: _____

Date: _____

CONSUMER AUTHORIZATION TO OBTAIN CONSUMER REPORT

"I hereby authorize _____ to obtain a consumer report, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to, credit history, civil and criminal information, records of arrest, rental history, employment/salary details, vehicle records, licensing records, and/or any other necessary information.

I hereby expressly release _____ and any procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state and/or federal government agencies, including without limitation, various law enforcement agencies."

Co-Applclicant Name: _____

Co-Applclicant Signature: _____

Date: _____

THE MOORS

RESIDENT INFORMATION

Owner [] Renter []

Association:

Lot:

Block:

Street Address:

Home Phone:

Work Phone:

Emergency
Contact:

Phone:

Owner Information (if different from occupant information)

Name:

Phone:

Address:

City:

State:

Zip:

LEASE TERM:

Begins:

Expires:

Please be aware that at the expiration of your lease, the information provided on this form is no longer accessible at the Guardhouse, therefore, you will have to provide the Property Management office with a new lease in order for your information to be re-entered into the Guardhouse computer.

VEHICLES

DESCRIPTION	YEAR	TAG #	BARCODE

* RESIDENT RECEIVED A COPY OF THE MOORS HANDBOOK, THE WELCOME PACKAGE AND MONTHLY NEWSLETTER.

RESIDENT SIGNATURE: _____ 9 _____ DATE: _____

OCCUPANTS

Names to be listed as Moors Residents at Guardhouse.

Last Name	First Name

AUTHORIZED GUESTS

Also include domestic help, health care providers, transportation services, pool, lawn and pest control services that you want to be admitted on a regular basis. Please note, you may arrange for additional authorized guests on a temporary or short term basis by submitting the names and dates of admittance in writing to the Property Management office 48 hours prior to guests expected arrival.

Last Name	First Name

Date: _____ Signature: _____

MOORS POINTE CONDOMINIUM PET PLEDGE

TO: BOARD OF DIRECTORS OF MOORS POINTE CONDOMINIUM ASSOCIATION, INC.

DEAR BOARD MEMBERS,

IN CONNECTION WITH OUR APPLICATION TO PURCHASE/LEASE UNIT # _____ OF MOORS POINTE CONDOMINIUM ASSOCIATION, PLEASE BE ADVISED THAT I/WE AM/ARE FAMILIAR WITH AND AGREE TO COMPLY WITH ALL COVENANTS AND RESTRICTIONS CONTAINED IN THE MOORS POINTE CONDOMINIUM ASSOCIATION DOCUMENTS AND/OR RULES AND REGULATIONS OF THE ASSOCIATION NOW EXISTING, OR MAY BE PROPERLY AMENDED, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO THE FOLLOWING RESTRICTIONS REGARDING PETS.

"PETS, BIRDS, FISH, AND OTHER ANIMALS SHALL NEITHER BE KEPT NOR MAINTAINED IN OR ABOUT THE CONDOMINIUM PROPERTY EXCEPT WITH THE PRIOR WRITTEN PERMISSION OF THE ASSOCIATION AND THEN ONLY IN ACCORDANCE WITH PROVISIONS OF THE DECLARATION AND THE FOLLOWING:

- A) PERMITTED PETS WILL BE LIMITED TO ONE (1) DOG OR CAT OWNED, WHICH SHALL NOT EXCEED TWENTY FIVE (25) POUNDS IN WEIGHT AT MATURITY. NO DOG OR CAT SHALL BE PERMITTED OUTSIDE OF ITS OWNER'S UNIT UNLESS ATTENDED BY AN ADULT AND ON A LEASH NOT MORE THAN SIX (6) FEET LONG. SAID DOG OR CAT SHALL ONLY BE WALKED UPON THOSE PORTIONS OF COMMON AREA DESIGNATED BY THE ASSOCIATION FROM TIME TO TIME FOR SUCH PURPOSES.
- B) SMALL DOMESTIC BIRDS OR FISH MAY BE KEPT IN THE UNIT.
- C) PET OWNERS MUST PICK UP ALL SOLID WASTES OF THEIR PETS AND DISPOSE OF SUCH WASTES APPROPRIATELY.
- D) DOGS OR CATS MAY NOT BE KEPT IN A LIMITED COMMON ELEMENT AREA (BALCONY/PORCH) WHEN THE OWNER IS NOT IN THE UNIT.
- E) VIOLATIONS OF THE PROVISIONS OF THE RULES & REGULATIONS AND BYLAWS ENTITLES THE ASSOCIATION TO ALL OF ITS RIGHTS AND REMEDIES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO FINE UNIT OWNERS (AS PROVIDED IN THE APPLICABLE RULES & REGULATIONS) AND/OR TO REQUIRE ANY PET TO BE PERMANENTLY REMOVED FROM THE CONDOMINIUM PROPERTY.

I/WE HEREBY REPRESENT THAT I/WE WILL CONFORM TO ALL OF THE ABOVE MENTIONED RULES & REGULATIONS REGARDING PETS AND ANY INFRACTION OF THE ABOVE MENTIONED RULES & REGULATIONS WILL BE GROUNDS FOR THE ASSOCIATION TO TAKE ANY NECESSARY REMEDIES AS PROVIDED IN THE DECLARATION OF CONDOMINIUM AND RULES & REGULATIONS.

APPLICANT SIGNATURE

CO-APPLICANT SIGNATURE

PRINT NAME

11

PRINT NAME

RECEIPT FORM

I/we, _____, applicant(s) for Moors Pointe Condominium Association, Unit # _____, hereby acknowledge receipt of The Moors Handbook and the Rules & Regulations of The Moors Pointe Condominium, Inc. I understand it is my responsibility to read and abide by these Rules & Regulations.

These Rules & Regulations may be amended or altered from time to time.

Signature _____

Date _____

FOR OFFICE USE ONLY

During the interview applicant(s) will receive copies of the following:

- ☐ Current copy of Community Newsletter
- ☐ Copy of Moors Handbook
- ☐ Welcome Package

By: _____ Date _____

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
MOORS POINTE CONDOMINIUM**

(Additions indicated by underlining "_____"; Deletions by strikethrough " --- "; plain text indicates unchanged from previous version)

I. Amendment to Article 17.7 of the Declaration of Condominium follows:

17.7 Leases: In order to maintain community of congenial, financially responsible residents with the objective of protecting the value of the units, inhibiting transience, and facilitating the development of a stable, quiet community and peace of mind for all residents, the leasing of a unit by an owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe:

A. Only entire units may be rented. There shall be no subdivision or subletting of units. Units shall not be leased anytime within the first twelve (12) months from acquisition of title to a unit. Owners who acquire title to a unit as a result of inheritance may lease the unit within the first twelve (12) months of acquisition of title, so long as the lease and the occupancy contemplated by the lease, has been approved in advance in writing by the Board of Directors. This twelve (12) month holding period prior to leasing shall not apply to the Association when the Association acquires title to a unit. No unit may be leased for a term of less than twelve (12) consecutive months and if a lease is terminated or a lessee vacates a unit prior to the expiration of the twelve (12) month lease term, the unit may not be re-leased until the one (1) year anniversary of the commencement of the prior lease, except in hardship circumstances as determined by the Board of Directors in the exercise of its sole discretion. Units may only be occupied by tenants as a single family residence. The Board of Directors shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as it may deem appropriate under the circumstance. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening company. Leases may be required to include an addendum promulgated by the Association. All leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of, Incorporation, By-Laws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). All leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the unit owners shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the condominium documents, without

waiver of any remedy available as to the tenant. The unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, whether or not litigation is required, incurred in connection with such actions from the unit owner in the same manner as common expenses charges. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed. The Association shall neither have a duty to provide an alternate lessee nor shall it assume any responsibility for the denial of a lease application if the denial is based for good cause. Good cause shall include, but not be limited to the following:

(1) The person seeking approval has been convicted of a felony involving violence to persons or property, the sale; or distribution; of controlled substances or use (unless the applicant can show documentation evidencing the successful completion of a drug rehabilitation program) of controlled substances, or a felony demonstrating dishonesty or moral turpitude. In no event shall a felony conviction older than seven (7) years from the date of application be considered by the Association in evaluating an application.

(2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts within the past seven (7) years;

(3) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations

or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

(5) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(6) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

(7) All assessments and other charges against the unit have not been paid in full.

(8) Any other non-discriminatory ground determined to be appropriate by the Association.

(B) If a unit owner has leased his unit to a tenant and the owner fails to make timely payments for common expenses, the Association shall have the right to collect all assessments due and owing together with accrued interest, costs, other related charges and attorneys fees directly from the owner's tenant up to the amount of any rent due from time to time. This provision is enforceable against either the tenant or the owner, and the Association's demand for payment upon a tenant shall remain in force until revoked in writing.

C. Screening Fee:

All applicants for purchase, or other transfer, or lease shall submit an application for approval to the Board of Directors. Together with the presentation of the fully completed application package, and any other documentation which may be required by the Board of Directors, the applicant shall pay to the Association a transfer fee to be determined by the Board of Directors from time to time and permitted by law. Approval shall not be given unless the transfer fee has been paid. No fee shall be due if the application for lease is a renewal or new lease with the same lessee.

D. Unapproved Occupancy

No one except a previously approved tenant shall be allowed to occupy a unit, either as a guest or otherwise, while any application for transfer of ownership or lease is pending before the Board of Directors. Anyone so occupying a unit contrary to this provision shall be deemed to have withdrawn their application for either sale, transfer or lease.

E. Security Deposit

The Board of Directors, in its discretion, may require that a tenant place a security deposit, in the maximum amount allowable by Florida Statute as they may be amended from time to time, with the Association to protect against damages to the common elements or association property related to the tenant or his/her tenancy.

F. Joint Liability

A unit owner shall be jointly liable with his/her tenant(s) for any amount which is required by the Association to effect any repairs or to pay any claim for injury or damage to property caused by the negligence or action of the tenant.

G. Exceptions

The provisions of this Article shall not apply to institutional Mortgagees and in connection with their lease or other transfer to units which they have acquired as a result of foreclosure or deed in lieu thereof.

II. Amendment to Article 18 as follows:

18. Sale, Lease or Transfer of Unit: In order to maintain community of congenial, financially responsible residents with the objective of protecting the value of the units, inhibiting transience, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe:

18.1. Transfers:

A. Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) without prior written approval by the Board of Directors.

B. Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. The Association's approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death. Further, the Association's approval shall not be denied to any devisee or heir who is related to the owner by blood or adoption within the first degree, provided that there is not good cause for disapproval as defined below.

C. Other Transfers. 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 under the procedures outlined below.

D. Procedures.

(1) Notice to Association.

(a) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention along with the required transfer fee, at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract if any, and such other information as the Board may reasonably require. The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as may be appropriate under the circumstances and the sale shall not be closed until such information has been provided to the Board and it has reviewed the information, which it must do within thirty (30) days, as specified below. The Board shall require the personal appearance of any purchaser or donee and his spouse, if any, and all proposed occupants of a unit as a condition for approval.

(b) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures in this Declaration.

(c) Failure to Give Notice. If no notice is given, the Board at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval, however, the proposed transferee may provide the Board with the required notice and request reconsideration.

(2) Within thirty (30) days of receipt of the required notice and all information or appearances requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval, in the form adopted by the Board. If the Board neither approves nor disapproves within the thirty (30) days of receipt of all information which the Board has requested, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval or Consent of Transfer form to the transferee.

(3) Disapproval

(a) Approval of the Association shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(1) The person seeking approval has been convicted of a felony involving violence to persons or property, the sale, or distribution, of controlled substances or use (unless the applicant can show documentation evidencing the successful completion of a drug rehabilitation program) of controlled substances, or a felony demonstrating dishonesty or moral turpitude. In no event shall a felony conviction older than seven (7) years from the date of application be considered by the Association in evaluating an application.

(2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts within the past seven (7) years;

(3) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions;

(4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit, or in other situations;

(5) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

(6) The unit owner requesting the transfer has had fines assessed against him or her which have not been paid; or

(7) All assessments and other charges against the unit have not been paid in full.

(b) If the Board disapproves a prospective purchaser, the Association shall have an optional right of first refusal to purchase the unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser. This right shall expire sixty (60) days after notice of disapproval is given. The closing shall take place within sixty (60) days of the Board's written notice to the owner of its intent to exercise the right to purchase or at such later date as the parties may agree. Should a transfer be rejected for good cause as discussed above, the Association's right of first refusal or to provide an alternate purchaser shall be optional. If good cause is not shown the

Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

(c) If an application for transfer raises a question, in the Board's judgment, as to whether the stated transfer price is bona fide, the price to be offered shall be determined by taking the average fair market value established by two qualified real estate appraisers familiar with current condominium prices in Dade County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer of the unit shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.

(4.). Exceptions

The provisions of this Article shall not apply to institutional Mortgagees and in connection with their transfer to units which they have acquired as a result of foreclosure or deed in lieu thereof.

III. Except as amended and modified herein, all other sections of the Declaration of Condominium for Moors Pointe Condominium shall remain unchanged and in full force and effect according to their terms.