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January 2, 2019

Via E-Mail: [mainlandssec4interview@gmail.com](mailto:mainlandssec4interview@gmail.com)

Mainlands Section Four Civic and  
Recreation Association, Inc.  
4630 NW 46<sup>th</sup> Street  
Tamarac, FL 33319

**RE: Recorded Certificate of Amendment to the Revitalized Amended and Restated Declaration of Restrictions for Mainlands of Tamarac Lakes, Four Section and Mainlands Tamarac Lakes Four-A and Four-B Section - Instrument No.: 115533530**

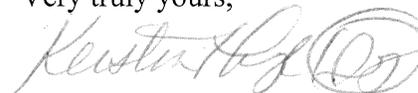
Dear Members of the Board:

Enclosed for your records is the recorded Certificate of Recording the Amendments to the Declaration along with the recorded amendments. Please keep these recorded documents in a safe place as part of the Official Records of your Association.

Also, pursuant to Section 720.306(1)(b) of the Florida Statutes, within 30 days of recording the amendments (i.e., by **February 1, 2019**), the Association must **either**: a) send a copy of the recorded amendments to all owners; or, alternatively, b) send a written notice to the owners that the amendments were approved, with the notice identifying the instrument number of the recorded amendments (which is Instrument #115533530), and indicating that a copy of the amendments will be made available at no charge to any owner upon a written request to the Association.

If we may be of further assistance, please do not hesitate to contact me.

Very truly yours,

  
KERSTIN HENZE

KH:jg  
Enclosures  
cc: Michael S. Bender, Esquire

This instrument was prepared by:  
KAYE BENDER REMBAUM, P.L.  
Kerstin Henze, Esq.  
1200 Park Central Boulevard South  
Pompano Beach, Florida 33064

**CERTIFICATE OF AMENDMENT  
TO THE REVITALIZED AMENDED AND RESTATED DECLARATION OF  
RESTRICTIONS FOR MAINLANDS OF TAMARAC LAKES, FOUR SECTION AND  
MAINLANDS TAMARAC LAKES, FOUR-A AND FOUR-B SECTION**

WE HEREBY CERTIFY THAT the attached amendments to the Revitalized Amended and Restated Declaration of Restrictions for Mainlands of Tamarac Lakes, Four Section and Mainlands of Tamarac Lakes, Four-A and Four-B Section, as recorded in the Public Records of Broward County, Florida under Instrument # 113185347 and originally recorded in Official Records Book 3705, at Page 178, in the Public Records of Broward County, Florida, were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of January, 2019, at Pompano Beach, Broward County, Florida.

WITNESS 1:

Mary F. O'Halloran  
(Sign)  
MARY F. O'HALLORAN  
(Print)

By: Cynthia G Baker  
(President)  
Print: CYNTHIA G BAKER  
Attest: Ruby H. James  
(Secretary)  
Print: RUBY H. JAMES

WITNESS 2:

Stephen J Rumrout  
(Sign)  
Stephen J Rumrout  
(Print)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2 day of January, 2019, by Cynthia Baker as President and Ruby James as Secretary of Mainlands Section Four Civic and Recreation Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced FLORIDA DRIVERS LICENSE as identification.

My Commission Expires:  
4/26/2020

NOTARY PUBLIC:

Signature: Jennifer Grant  
Printed Name: Jennifer Grant  
State of Florida at Large



AMENDMENTS  
TO THE REVITALIZED AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR MAINLANDS OF TAMARAC LAKES, FOUR SECTION AND MAINLANDS TAMARAC  
LAKES, FOUR-A AND FOUR-B SECTION

(additions indicated by underlining, deletions by "----",  
and unaffected language by "...")

ARTICLE IV. AGE LIMIT ON RESIDENTS. SALE, LEASES AND OTHER TRANSFERS

...

~~Owners planning to sell, rent or lease their homes must notify the Board of Directors, in writing, and arrange for applicant(s) to be interviewed by members of the Board of Directors prior to closing. A non refundable administrative fee, set by the Board of Directors, shall be assessed against the buyer, renter or lessee at the time of the application for processing. Owners planning to rent or lease their home(s) must rent or lease it/them for a minimum of 3 months to the same occupants. Transient occupants are not permitted.~~

~~In order to ensure compliance with this ARTICLE, owners desiring to sell, rent or lease their homes must provide the Board of Directors of MAINLANDS SECTION FOUR with proof that their buyers, renters, lessees or occupants specified in ARTICLE IV AGE LIMIT ON RESIDENTS AND BUYING, RENTING OR LEASING PROCEDURES meet these age requirements.~~

~~The sale or leasing of a lot or nay interest therein by any lot owner may be disapproved by the Board if the person seeking approval failed to provide all of the information, fees, or appearance required to process the application in a timely manner or included inaccurate or false information in the application.~~

Transfers Subject to Approval. In order to secure a community of congenial and financially responsible residents and for the protection of the value of the lots, the sale, leasing or any other conveyance of a lot or any interest therein by any lot owner shall be subject to the following provisions:

A. Sales, Leases and Other Transfers. Except as provided herein, no lot owner may dispose of a lot or any interest therein by sale, lease or other transfer of title, which includes, but is not limited to, a transfer via Quit-Claim Deed, devise, or inheritance without the prior written approval of the Board of Directors of the Association. If the purchaser is a corporation or other business entity, the approval may be conditioned as provided hereunder. The approval of the Association shall be obtained as follows:

B. Notice to Association:

1. Procedure.

(a) A lot owner intending to make a bona fide sale, lease or other transfer of title of his or her lot or any interest therein, shall provide notice to the Board of such intention in writing.

(b) Once a fully executed contract for sale or lease containing the name and address of the proposed purchaser or lessee, or a written notification of a transfer of title containing the name and address of the proposed grantee, has been provided to the Board, the appropriate application will be provided to the purchaser, lessee, grantee or their respective representatives, to be completed and submitted to the Board along with such other information as the Association may require, as defined by the Board from time to time, which may include a criminal/credit/background investigation, and personal interview with the prospective purchaser, lessee or grantee at the discretion of the Board.

(c) In addition, the Board may require the payment of a transfer fee in such amount as may be determined by the Board, from time to time, not to exceed the highest amount allowed under the law, as it may be amended from time to time. Such transfer fee, if not paid, shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder. If the Board requires a transfer fee and/or an interview, no application shall be considered complete without the payment of the transfer fee and/or the interview, if required, as well as the delivery of such other information as may be required by the Board. The Board may promulgate additional Rules and Regulations from time to time regarding restrictions pertaining to the transfers of lots.

C. Election of Association:

1. Sale. Within thirty (30) days after receipt of the notice of a prospective sale, completed application, and all such other information as the Board may require, unless the transaction is disapproved for cause as set forth in hereunder, the Board must approve the transaction or disapprove and furnish a purchaser approved by the Board (which may be the Association), who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of the approval within which to close the transaction unless some other time is agreed to by the parties. In the event the Association does not furnish a purchaser approved by the Board who will accept the terms as favorable to the seller as the terms stated in the notice within thirty (30) days after receipt of such notice, completed application, and any required supplemental information, or such purchaser fails to close the transaction in the time frame provided herein, the seller shall be free to sell his or her lot to the proposed purchaser, and the Association shall provide the original purchaser of the sale with an approval.

2. Leases. Within thirty (30) days after receipt of notice of a prospective lease, completed application and other supplemental information required by the Board, the Association must approve or disapprove the transaction. If the Board disapproves a proposed lease, the lease shall not be made. Any lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board.

3. Other Transfers. If the notice is of an intended gift or other transfer of title, then, within thirty (30) days after receipt of notice, completed application and other supplemental information required by the Association, the Association must either approved or disapprove the prospective recipient of title. Any attempted transfer of title to a party not approved by the Board shall be void. If the prospective recipient of title is disapproved, the Board shall deliver or mail to the owner an agreement signed by a purchaser approved by the Board, which purchaser may be the Association, and obligating the purchaser to buy the lot upon the terms hereafter stated. The owner shall be obligated to sell the lot to the purchaser upon the following terms:

(a) The sale price shall be the fair market value, determined by agreement between the seller and the purchaser, within sixty (60) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that arbitrators shall be (2) M.A.I. and/or

S.R.A. Appraisers, one (1) appointed by the seller and one (1) appointed by purchaser, who shall base their determination upon an average of their appraisals of the unit. The time to close shall be extended pending valuation. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. In any action for specific performance, the prevailing party shall be entitled to receive reasonable attorneys' fees and court costs incurred.

(b) The purchase price shall be paid in cash or upon the terms approved by the seller.

(c) The sale shall be closed within thirty (30) days following the determination of the sale price or such other time as is agreed upon by the parties.

(d) If the Association fails to provide a purchaser in the manner provided, or if a purchaser furnished by the Association defaults in his or her agreement to purchase, then, notwithstanding the disapproval, the ownership shall be deemed to have been approved.

D. Exceptions. The provisions of this Article shall not apply to:

1. A transfer to or purchase by an institutional lender, including a bank, life insurance company, or savings and loan association, that acquires title as a result of owning a mortgage on the lot concerned, whether the title is acquired by deed, in lieu of foreclosure from the mortgagor, the mortgagor's successor or assigns, or through foreclosure proceedings resulting in a judicial sale. Any sale or lease by such purchaser shall be subject to the notification requirements and prior written approval of the Board as provided in the foregoing provisions.

2. A transfer to a purchaser who acquires title to a lot at a duly advertised public sale with open bidding that is provided by law, such as an execution sale, foreclosure sale, judicial sale, or tax sale. Any sale or lease by such purchaser shall be subject to the notification requirements and prior written approval of the Board as provided in the foregoing provisions.

3. Lots owned by the Association, regardless of how the Association acquires title to the lot.

E. Good Cause for Disapproval of Applications for Sale, Lease, and Other Transfers:

Notwithstanding anything to the contrary contained in this Declaration, the Board or the New Residency Committee, if one is established, may disapprove a proposed sale, lease or transfer of a lot based on the presence of any good cause factor set forth in the Declaration, as it may be amended from time to time, or adopted by Rule, from time to time, with the approval of not less than a majority of the Members of the Association present at a meeting at which a quorum has been attained. The Board or the New Residency Committee shall have the discretion to make the determination as to whether any one factor alone or together with other factors provides sufficient basis to disapprove an applicant. Except to the extent required by relevant law, the Board or the New Residency Committee is not required to provide the specific reasons for the disapproval, nor shall the Association be obligated, in that instance, to exercise its right of first refusal by furnishing a proposed purchaser who will accept the same terms as originally stated in the notice to the Association.

1. The person seeking approval has been convicted of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has pled guilty to any such felonies and the person was not acquitted or the charges were not dropped. In determining whether to disapprove a sale application based on this factor, the Board

or the New Residency Committee shall consider the nature, severity and recency of the applicant's criminal conduct subject to the conviction or guilty plea, on a case-by-case basis;

2. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the person does not appear to have adequate financial resources available to meet his/her obligations to the Association, or has a credit score below 700 for sales and 650 for leases, or such other minimum threshold established from time to time by not less than a majority of the Members of the Association present at a meeting at which a quorum has been attained. To ensure the availability of sufficient funds for the operation and management of the Association, economic criteria shall be a factor in whether an applicant qualifies for ownership or residency. From time to time, the Board may establish additional economic criteria of all applicants for what will be reasonably designed to address the financial capability of a prospective applicant to meet the financial obligations of the Association, including, without limitation, access to and availability of sufficient funding to meet the ongoing maintenance assessments, and special assessment obligations, as same may arise from time to time. Failure to meet such criteria, as determined by the Board, shall be a basis for the disapproval of applicant(s) as a failure to qualify hereunder. The availability of a mortgage to fund the proposed purchase is not conclusive of financial capacity unless the interest of the Association is made superior to any such claims by way of a subordination agreement;

3. The application for approval provides information which, on its face, indicates that the person seeking approval will likely, in the determination of the Board or New Residency Committee, conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Community. By way of example, but not limitation, the failure of at least one (1) permanent occupant of the lot to be at least fifty-five (55) years old at the time of closing on the sale/purchase of the lot shall constitute a presumption that the conduct of the applicant is inconsistent with applicable restrictions;

4. The person seeking approval failed to provide all of the information, fees or appearance required to process the application in a timely manner or included inaccurate or false information in the application;

5. The Lot owner requesting the approval has had fines levied against him or her which have not been paid;

6. All assessments and other charges against the lot have not been paid in full; and/or

7. The owner requesting the approval has failed to correct any violation of the Declaration of Restrictions, Articles of Incorporation, Bylaws, or Association Rules and Regulations within the time frame specified by the Board in a written notice to the owner.

8. Any changes to the good cause criteria set forth in Article IV, Section E hereof and/or minimum credit score requirements set forth herein shall require the approval of not less than a majority of the Members of the Association present at a meeting at which a quorum has been attained.

F. Failure to follow the provisions of this Article shall result in the sale, lease or transfer being void unless subsequently approved by the Board. Any costs or expenses, including, but not limited to, attorneys' fees incurred by the Association in enforcing any provision of this Article, regardless of whether litigation is necessary, shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

G. Trusts. If the purchaser, lessee or grantee is a trust, the approval may be conditioned upon the approval of the trustee and/or those individuals who will be the occupants of the lot. Any subsequent changes to the trust documents relative to the trustee or beneficiary of a trust or concerning the individuals that will be occupying the lot owned by a trust after the initial approval, are also subject to the prior written approval of the Board as provided in the process set forth hereunder.

H. Investors. Except as otherwise provided in the Declaration, as of the effective date of this amendment, no corporation, partnership, limited partnership, limited liability company, limited liability partnership or any other business entity ("Investor") may own a lot within the Community, except for the limited purpose of renovating the lot and reselling it, which sale must be achieved within six (6) months of acquiring title to the unit. If a lot cannot be renovated and/or resold within six (6) months of acquisition of title, the Investor must notify the Board in writing. If additional time to renovate the lot is needed, the Investor shall request from the Board an extension of time to complete renovations. Any extension of time to complete renovations shall be in writing only. If a request for extension of time is denied or if the Investor, in the discretion of the Board, is not sufficiently solvent to complete renovations, the Investor shall then be required to immediately list the property for sale under the then existing conditions at the fair market value of the property until the lot is sold. Any such lot may not be occupied or leased by the Investor under any circumstances during and after the period that it is being renovated, until sold to an approved qualified third party. This provision shall not apply to the Association or an institutional mortgagee holding a mortgage on a lot that obtains title to a lot pursuant to its foreclosure or deed in lieu of foreclosure, or a revocable living trust, so long as the trustee of the trust and all adult occupants of the lot have been approved by the Board in the manner provided hereunder. This provision shall also not apply to any lot owned by an Investor prior to the effective date of this Declaration of Restrictions.

1. As a condition to approval of any sale of a lot by an Investor, at the time of closing, the Investor shall pay to the Association the amount of six (6) months of maintenance assessments at the then current rate of assessment for the lot, in advance. No transfer of title shall be effective until such "advance assessments" are received by the Association. Failure to pay the "advance assessments" shall cause the transfer to be void. The advance assessments shall be held in the maintenance operating account in accordance with the procedures set forth herein.

2. At the end of the first six (6) months after acquisition of title, the Association shall have applied the initial payment received and, if needed, the Investor shall pay the Association another six (6) months of advance assessments at the then current rate of assessment for the lot. The Investor shall continue to pay the Association advance assessments in increments of six (6) months until the lot is sold. Any portion of the advance assessments remaining at the time of closing on the lot shall be returned to the Investor, provided no other charges against the lot, including, without limitations, fines, exist at such time.

3. If the Investor fails to pay advance assessments as they come due at any point during its ownership of the lot such assessments shall be delinquent. In such event, the Association may, but shall not be obligated to, pursue collection of any delinquent assessments as provided under this Declaration against the Investor, including lien and foreclosure proceedings.

I. Additional Occupant. An Additional Occupant is any person other than the owner(s), approved tenant(s) and those persons who were approved to permanently reside with them at the time of the submission of the original application for sale, lease or conveyance, who resides with the lot owner(s) or approved tenant(s) more than thirty (30) days in any twelve (12) month period, in the aggregate

and does not pay rent. Any Additional Occupant who resides with a lot owner(s) or approved tenant(s) for more than thirty (30) days in any twelve (12) month period, in the aggregate, shall submit, without limitation, an Additional Occupant application and payment of a transfer fee to the Association as set forth in Article IV and be approved by the Board in writing for continued occupancy. An Additional Occupant is required to abide by the Declaration, Articles of Incorporation, Bylaws and Association rules, as may be amended from time to time.

J. Guests.

1. For purposes of this section, "Guests" shall include any person occupying the lot or any portion of the common areas or Association Property, other than the owner(s), approved tenant(s), and those persons who were approved to permanently reside with them at the time of the original application for sale, lease or conveyance.

2. Guests shall be permitted to occupy a lot when the owner is not residence for a maximum of thirty (30) days in any twelve (12) month period, in the aggregate. Any further occupancy of the lot by such individual shall be considered a lease regardless of whether any consideration is paid for such occupancy. In such event, the individual occupant(s) shall be subject to the lease approval process of the Association and the written approval of the Board for continued occupancy, including the submission of a completed application for occupancy and provision of a transfer fee, as well as an interview, if required by the Board. If such occupancy is not approved by the Board, such individual must vacate the lot upon written notice from the Association. If the occupant fails to vacate the lot upon written notice, Association may act as agent of the lot owner and evict the occupant. The costs associated with any action to evict such occupant, including attorney's fees, will be the personal obligation of the owner and shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

3. Notwithstanding the foregoing, an owner may from time to time permit his or her Immediate Family Member(s) to occupy the lot as a Guest(s) in his or her absence for period of not more than sixty (60) days in any twelve (12) month period in the aggregate without the prior written approval for such occupancy by the Board provided the Board is given prior written notice of such occupancy. Occupancy of a lot by an Immediate Family Member in excess of sixty (60) days, in any twelve (12) month period, in the aggregate, shall be considered a lease, regardless of whether any consideration is paid for such occupancy, and shall be subject to the lease approval process of the Association and the written approval of the Board for continue occupancy. The applicant(s) must meet and comply with all occupancy requirements set forth in this Declaration, including, but not limited to the age requirement as set forth herein, as a condition to further occupancy of the lot.

K. Leases.

1. Only the entire lot may be the subject of a lease. Leases of rooms or any portion of a lot, including, without limitation, driveways, and/or subleasing are prohibited. No lot may be leased more than one (1) time in a twelve (12) month period and no lease is permitted for a term of less than three (3) nor more than twelve (12) months. Transient residency is prohibited. Notwithstanding anything to the contrary contained in this Declaration of Restrictions, no lot may be leased during the first two (2) years following acquisition of title to a lot, including, without limitation, through gift, inheritance or devise. If a lot is being leased upon being purchased by a new owner, that lease may continue for the duration of the existing approved lease term. Upon the expiration or termination of the lease, the lot shall not be leased for

a two (2) year period. This Section shall not apply to any lot owned by the Association, regardless of how title to the lot is acquired.

2. Maximum Number of Leased Units: Notwithstanding anything to the contrary set forth herein, and except as expressly provided in this paragraph, not more than ten (10%) percent (26 homes) of the total number of lots not owned by the Association may be leased at any one time. If a proposed lease would result in the total number of lots leased exceeding the maximum permissible number, the Association may disapprove the proposed lease without any further obligation to the owner. The Board shall promulgate rules and regulations from time to time to undertake, but not be limited to, a method of prioritizing lease applications. In the absence of such rules, leasing may be approved on a "first come, first serve" basis. This Section shall not apply to any lot owned by the Association, regardless of how the lot was acquired. Lots owned and leased by the Association shall not be included in the tabulation of the total lots being leased and may be leased at the discretion of the Board without being in violation hereunder. The determination of the Board relative to the priority and/or availability to lease shall be final. All permitted leases must comply with all other lease restrictions set forth in the Declaration, including, without limitation, those set forth in Section K(1) above and the lease approval requirements of Article IV.

3. In addition to the aforementioned lease restriction and any other lease restriction(s) contained in this Declaration, all leases shall be in writing and shall provide or, in the absence of such language, shall be deemed to provide that the Association shall have the right and the authority to act as agent of the lot owner to terminate the lease and evict the lessee upon such lessee violating any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and applicable Association Rules and Regulations, as any of them may be amended from time to time, or other applicable provisions of any agreement, document, or instrument governing the lot, common areas or Association property. The costs associated with any action to evict the lessee, including attorney's fees, will be the personal obligation of the lessor/lot owner and shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

4. Regardless of whether or not expressed in the applicable lease, all lot owners shall be jointly and severally liable with their lessees to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to the common areas or Association property caused by the negligence or intentional misconduct of the lessee or the lessee's guests or invitees, or for the acts and omissions of the lessee, or the lessee's guests or invitees which constitute a violation of, or non-compliance with, the provisions of this Declaration, as it may be amended from time to time, and of any and all Association Rules and Regulations, as may be promulgated by the Board from time to time. Any such costs or expenses, including, but not limited to, attorneys' fees incurred by the Association shall be an individual special assessment against the lot owner and lot, collectible in the same fashion as any other assessment, as provided hereunder.

5. Renewal of Leases. The renewal of any previously approved lease of a lot shall not require a new Board approval or be subject to a transfer fee, unless such renewal includes any new occupants or at least twelve (12) months have passed from the time the lessee was last approved by the Board. However, the owner and/or previously approved lessee shall notify the Board of the desired renewal and provide the Association with a copy of the new lease or addenda to the original lease for all

subsequent renewal periods at the expiration of each lease term. At the request of the Board, proof of the previous approved lease shall also be provided to the Association.

L. Notwithstanding anything to the contrary contained herein, no mortgage or aggregate mortgages against a lot may exceed in total the sum which is ninety (90%) present of the average price of a like lot, as set forth in the most recent bona fide contract for purchase in the records of the Association. The Board of Directors shall make the ultimate determination as to whether the purchase price indicated on a contract is bona fide and if the proposed financing exceeds the limits provided for herein, which determination shall be final. The Association is exempted from this provision on any lot owned by the Association. All refinancing is subject to this provision.

M. Notwithstanding anything to the contrary contained herein, as of the effective date of this amendment, no person, including, without limitation, an individual or any non-natural person, such as a corporation, limited liability company, or any other business entity or trust, shall acquire title, directly or indirectly, to more than two (2) lots at any one time. Any individual or non-natural person that already owns more than two (2) lots as of the effective date of this amendment shall be permitted to continue owning such lots. However, upon the sale of any lot by an owner who owns more than two (2) lots as of the effective date of this amendment, such owner may not acquire title to any additional lot, directly or indirectly, except as otherwise provided herein. In accordance with Article IV of this Declaration of Restrictions, the Board of Directors shall not approve any application for sale if the proposed transaction reflects that the prospective owner will be on the title, directly or indirectly, to more than two (2) lots at any one time. For purposes of this Section, a husband/wife/spouse are considered one (1) owner and ownership of a lot by one is the indirect ownership by the other. This Section shall not apply to lots owned by the Association, regardless of how title to the lot is acquired.

...