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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#1191280

Recording: 18.50

Prepared by:
William M. Seider, Esquire/cw ✓
Williams Parker Harrison Dietz & Getzen
200 South Orange Ave.
Sarasota, FL 34236



SIXTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
KENSINGTON PRESERVE OF ST. ANDREWS EAST AT THE PLANTATION

PURSUANT to the provisions of Paragraph 22 of the Declaration of Condominium of **KENSINGTON PRESERVE OF ST. ANDREWS EAST AT THE PLANTATION**, as recorded in the Official Records at Instrument 2005244388, Public Records of Sarasota County, Florida, **SAP PANTHER DEVELOPMENT, INC.**, a Florida corporation, as Developer of Kensington Preserve of St. Andrews East at the Plantation, has reserved the right to amend this Declaration of Condominium in order to gain acceptance or approval of any institutional mortgage lender. FNMA requires that the following amendments be made in order for the project to be deemed approved for FNMA underwriting purposes. Accordingly, the Declaration is amended by adding thereto this new Paragraph 27, as follows. This new paragraph is in addition to and not in lieu of existing Paragraph 16 of the Declaration.

27. **INSTITUTIONAL LENDER PROVISIONS.** Written notice shall be provided by the Association to a mortgagee in the following situations:

(a) Written notice shall be provided to all institutional mortgagees holding a first mortgage on any unit within the condominium regarding any condemnation or casualty loss that affects a material portion of the condominium; for any lapse, cancellation or material modification of any insurance policy maintained by the Association; or of any proposed action that requires the consent of all or a specified percentage of institutional first mortgagees.

(b) An institutional first mortgagee shall receive written notice of any sixty day delinquency in the payment of condominium association assessment or charges attributable to the unit on which that mortgagee held a first mortgage, or any condemnation or casualty loss affecting a specific unit on which that mortgagee held a first mortgage.

(c) Consistent with the provisions of Florida Statute §718.116, the liability of a first mortgagee acquiring title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of the unpaid, regular periodic expenses which came due during the six months immediately preceding the acquisition of title or one percent of the original mortgage debt.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed in its name effective the 29 day of June, 2009.

WITNESSES:

Wm Seide
Signature of Witness
Wm Seide
Print Name of Witness

Debbul Connelly
Signature of Witness
Debbul Connelly
Print Name of Witness

SAP PANTHER DEVELOPMENT, INC.,
a Florida corporation

By: [Signature]
Stephen E. Lattmann
As its: Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29 day of June, 2009 by Stephen E. Lattmann, as President of SAP PANTHER DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation. The above-named person is personally known to me.

William M. Seider
Notary Public

(Seal)

Print or type name of Notary Public

I am a Notary Pubic of the State of Florida and my commission expires on _____

WMS-1006111

