

PROPOSED AMENDMENTS
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
FOR
GROVE POINTE

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

ARTICLE 6 BUILDING AND USE RESTRICTIONS

6.19. VEHICLES. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No trucks, buses, or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. No boats, trailers, campers, ~~vans~~, motor homes, motorcycles, recreational vehicles, and any vehicle not in operable condition shall be permitted to be parked in the Subdivision except while loading or unloading or while parked inside a garage and concealed from public view unless approved by the Association. No maintenance or repair of any boat, trailer, or vehicle shall be permitted upon any Lot except within an enclosed garage. Low speed vehicles and converted golf carts, as defined by the Florida Department of Highway Safety and Motor Vehicles, must be licensed, insured, street legal, and driven by a licensed driver. Regular golf carts and all-terrain vehicles are not allowed to be operated on roadways or sidewalks within the Subdivision.

6.28. LEASING OF LOTS. To keep the Grove Pointe Subdivision from becoming a transient community and to maintain property values, this Section 6.28 shall apply to leases of any Lots, including any improvements situated thereon. A Lot Owner who takes title to a Lot after this Section 6.28 is recorded in the Public Records of Sarasota County, Florida, shall not lease or rent such Lot during the first twelve (12) months of Lot ownership, with the time commencing upon the recording of the deed or other instrument conveying ownership of such Lot in the Public Records of Sarasota County, Florida. This twelve (12) month leasing prohibition does not apply to the Association if it subsequently takes title to a Lot following foreclosure on its lien for delinquent assessments. Only entire Lots may be leased. No residence on any Lot shall be leased separately from the lease of the entire Lot. No more than thirty-nine (39) Lots in the Subdivision shall be rented at any given time. No Lot shall be leased for a term of less than forty-five (45) days. No Lot shall be leased more than once in any twelve (12) month period regardless of the lease term. No Lot shall be leased without the Lot owner thereof first obtaining the written consent of the Board. The application for approval of the lease shall be on such forms as may be promulgated by the Board with such information as the Board may require. The Association may require prospective tenants and each proposed occupant to submit to a background check. The submission of an application to lease a Lot must be submitted not less than fifteen (15) calendar days prior to the start of the lease period and shall constitute a warranty and representation by the Lot's owner that the proposed lease is bona fide in all respects. Any lease of a Lot shall be further subject to the following:

(a) Application Fee. The Association may charge an application fee in the maximum amount allowed by law in connection with the lease of a Lot, except for any renewal of a lease with the same tenant.

(b) Tenant Approval. Approval of a proposed tenant shall be delivered to the Lot owner proposing such lease in writing to the subject Lot within fifteen (15) calendar days after the Association's receipt of a completed application and application fee.

(c) Tenant Disapproval. In the event the Board disapproves a proposed tenant, the proposed lease shall not be made and the Board shall deliver such disapproval in writing to the subject Lot Owner within fifteen (15) calendar days after the Association's receipt of an application therefore. Such disapproval shall be without prejudice to the Lot owner submitting to the Board a proposed lease for another proposed tenant. Disapproval of a proposed lease of a Lot shall be made by the Board upon the following grounds, which shall be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the applicant or any proposed occupant, intends to conduct himself or herself in a manner inconsistent with the Governing Documents.

(ii) The applicant or any proposed occupant has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or a sexual offense of any nature.

(iii) The applicant or any proposed occupant has a record of financial irresponsibility, including without limitation, prior bankruptcies, monetary judgments, foreclosures, or bad debts.

(iv) The applicant or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or associations, or by his or her conduct in other residences as a tenant, occupant, guest or owner.

(v) The applicant failed to provide any information, application, notice, fees or appearance required to process the application or provide approval in a timely manner.

(vi) The Lot or Lot owner requesting the transfer has had fines assessed against it, him or her which have not been paid or any other assessments or charges against the Lot have not been paid in full.

(d) Occupancy Violation. In the event of a Lot occupancy contrary to the provisions of this Declaration, or the violation by a tenant, guest, or invitee of any provision of the Governing Documents, the Board, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the owner of the Lot, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the owner to evict such tenant, guest, or invitee and in such event the owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Lot shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the lease shall be the tenant's, and each guest's and invitee's, full compliance with the Governing Documents. The owner shall be jointly and severally liable with his or her tenant, guest, and invitee to the Association for any and all damages to the Common Property caused by the acts or omissions of his or her tenant, guest, or invitee as determined in the discretion of the Board.

(e) Assignment of Rents. In order to ensure the timely and complete payment of all assessments, or other applicable charges, all Lot owners leasing their Lots 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.

(i) Application of Rents. All rents collected by the Association from an assignment shall be applied according to the priority established in Section 720.3085, Florida Statutes, until all monetary obligations due the Association are paid in full. Any funds that may be collected by the Association in excess of the Lot owner's obligation shall be remitted to the owner by the Association within a reasonable amount of time.

(ii) Disclosure Acknowledgement. Each owner hereby agrees and acknowledges that the disclosure of any of owner's delinquent monetary obligations due to the Association, as provided herein, shall not be construed as or be deemed to be a violation of the Fair Debt Collection Practices Act, 15 U.S.C. Section 1692 et seq.

(iii) Association as Agent. Each owner hereby assigns to the Association the right to take legal action against any tenant for the non-payment of rents to the Association, as provided herein, including the right to terminate the lease and evict the tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the owner under applicable landlord/tenant law, but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

[The remainder of the Declaration is unchanged.]