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Prepared By and Return to:
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PILKA & ASSOCIATES, P.A.
213 Providence Road
Brandon, FL 33594

**AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR NORTHTON GROVE HOMEOWNERS' ASSOCIATION, INC.**

WHEREAS, the members of the Northton Grove Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association") desires to amend the Declarations of Covenants, Conditions and Restrictions as recorded in the Official Records Book 13541, Pages 1092 through 1118 et seq., of Hillsborough County, Florida,(referred herein collectively as "the Declarations"), and

WHEREAS, the Association desires to comply with Chapter 720 of Florida Statutes, as it may be amended from time to time, said Declarations shall be amended as follows:

Article V, Section 3 shall be amended to read as follows:

3. Special Assessments for Working Capital, Non-Reoccurring Maintenance, Capital Improvement, and Financial Assistance.

In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

- (i) Upon each initial sale of a completed residence, a special assessment for a working capital fund, equal to twelve (12) months estimated regular assessments will be assessed which shall be due and payable upon such conveyance. The aggregate working capital fund established by such special assessments shall be accounted for separately, and shall be available for all necessary expenditures of the Association.
- (ii) In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (i) above), which is applicable to that year only for the purpose of defraying in whole or in part, the cost of non-reoccurring maintenance, or acquisition, construction, reconstruction, repair or replacement of capital improvement upon a Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. Further, in the event that the Association, for whatever reason, faces financial shortfall to meet its financial obligations in the maintenance and operation of the Association, the Association may impose a special assessment which is applicable to

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that year only. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the non-reoccurring maintenance or improvements in question or to satisfy the Association's maintenance and operation costs, provided that such assessments first are approved by a majority of the members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessments shall be due on the date fixed by, and may be payable in one or more installments with or without interest, as the Board determines.

Article V, Section 11 shall be amended to read as follows:

11. Lien Subordination. The lien for assessments shall not be subordinate to any mortgage, including a bona fide first mortgage held by a lender on any lot, even when the mortgage is recorded in the Public Records prior to the claim of lien. The lien for assessments shall not be affected by any sale or transfer of a lot, except in the event of a sale or transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage, in which event the mortgagee shall be liable for the unpaid assessments which become due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less or such greater amount as permitted by Florida Law. However, any such remaining unpaid assessments for which such mortgagee is not liable may be assessed and reallocated to the subsequent owner who receives title from such mortgagee. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A lender shall give written notice to the Association if the mortgage held by such lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods applicable to owner. In the event the Association makes such payment on behalf of an owner, the Association shall, in addition to all rights reserved herein, be subrogated to all of the rights of the lender. All amounts advanced on behalf of the owner pursuant to this section shall be added to the assessments payable by such owner with appropriate interest.

Article VIII, shall be amended to add Section 10 to read as follows:

10. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

10.1 Lease Requirements. No homeowner or property owner shall enter into a lease agreement, rental agreement, or occupancy agreement, or other similar conveyance or use of the Home or residence during the first twenty-four (24) months of ownership of the Home or residence unless otherwise approved by the Association in the case of hardship. Thereafter, the Homeowner shall be entitled to enter into a lease agreement or occupancy

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agreement for their home(s) (referred to collectively as "Lease Agreements") subject to the following provisions:

10.1.1 All Lease Agreements shall be in writing. All prospective occupants of the Home shall be identified in the Lease Agreement. A copy of all Lease Agreements shall be provided to Association;

10.1.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to commencement of the lease term;

10.1.3 The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be seventy-five dollars (\$75.00) and may be increased from time to time;

10.1.4 The Association shall conduct a background check on each prospective tenant and/or occupant at such Owner's cost and expense;

10.1.5 No Lease Agreement may be for a term of less than one (1) year;

10.1.6 No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

10.1.7 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

10.1.8 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of the Owner;

10.1.9 All Lease Agreements shall require the Home to be used solely as a private single family residence;

10.1.10 Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration, the Articles, Bylaws and Rules and Regulations of the Association which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into terms of any lease shall cause such lease to be void; and

10.1.11 Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the

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purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

10.2 Maximum Number of Tenant Occupants per Home. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional care givers, shall be as follows:

10.2.1 In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.

10.2.2 In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.

10.2.3 In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

10.3 Right to Use Common Areas. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

10.4 Security Deposit. From and after the date of recordation of the Third Amendment to the Declaration, each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred Fifty Dollars and No/Cents (\$250.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein the deposit shall be returned the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

10.5 Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable

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form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease, any one or more of the following:

10.5.1 The Owner is delinquent in the payment of assessments at the time the application is considered;

10.5.2 The Owner has a history of leasing his or her Home without obtaining the Association's approval;

10.5.3 The Owner has a history of refusing to control or accept responsibility for the tenant's occupancy of his or her Home;

10.5.4 The real estate company or agent handling the lease on behalf of the Owner has a history of screening tenant applicants inadequately or recommending undesirable tenants;

10.5.5 The application on its face indicates that the prospective tenant and occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Declaration, Articles, Bylaws or any Rules and Regulations of the Association;

10.5.6 The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;

10.5.7 The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to peaceful enjoyment of their Homes;

10.5.8 The prospective tenant evidences a strong probability of financial inability to pay the rent and other financial obligations under the lease;

10.5.9 The tenant or occupant, during previous occupancy or in the community, has failed to comply with the Declaration, Articles, Bylaws or any Rules and Regulations;

10.5.10 The prospective tenant gives false or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons that will be occupants residing at the Home under the lease;

10.5.11 The prospective tenants and/or Owner of the Home fails to pay the security deposit: and

10.5.12 The owner fails to give proper notice of his or her intention to lease the Home to the Board.

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10.5.13 If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

Article VIII, Section 1 shall be amended to read as follows:

1. Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the amount permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefitting the SWFWMD. Fines, should the Association elect to oppose fines for such violations, the following standards and rules shall be applied:

a) A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

b) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

c) The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

d) The Violations Committee may impose Individual Assessments against the Owner in the amount up to \$100 (or any greater amount permitted by law from time to time) per day for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors. A fine may exceed \$1,000.00 in the aggregate. A fine of \$1,000.00 or more may become a lien against a parcel. A fine of less than thousand dollars (\$1,000.00) may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and

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costs from the non-prevailing party as determined by the Court. The provisions regarding the suspension of use rights does not apply to the portion of common areas that must be used to provide access to the parcel or utility service provided to the parcel.

IN WITNESS WHEREOF, the undersigned herein to set its hand and seal as of this
7 day of October, 2014.

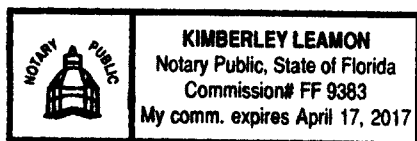
NORTHTON GROVE HOMEOWNERS'
ASSOCIATION, INC.

By: Jennifer Cole
Printed Name: Jennifer Cole
Its President

Attest: By: Ariana M. Kane
Printed Name: Ariana M. Kane
Its Secretary

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by
Jennifer Cole, as President, of NORTHTON GROVE
HOMEOWNERS' ASSOCIATION, INC, a Florida not-for-profit corporation, on behalf of the
company, on this 7th day of October, 2014.



Kimberley Leamon
NOTARY PUBLIC, State of Florida

Kimberley Leamon
Notary Public, State of Florida

Comm. # FF9383

Print, Type or Stamp Name of Notary

☒ Personally known to me, or

☐ Produced identification

Type of identification produced: