

THE GROVE AT GRAND PALMS HOMEOWNERS ASSOCIATION, INC.

**OWNERS' VOTE ON
AMENDMENTS TO DECLARATION**

This vote on Amendments is written consent given in lieu of attendance and vote at a meeting, pursuant to Fla. Stat. 617.0701(4), and will have the same full force and effect as a vote cast at a special members' meeting. The proposed Amendments have been sent to the owners along with this ballot. The undersigned owner votes in reference to the following amendments as follows:

Should the Declaration be amended to require lease terms to be at least 6 months, to allow the Association to approve or deny all leases, to allow the Association to evict tenants for violating the Association's Rules, and all other changes as stated in the enclosed Amendment adding Article 27 "LEASING" to the Declaration?

YES – In favor of Amendment

NO – Against Amendment

Date: _____

Signature of Owner

The Grove Address: _____

Signature of 2nd Owner (if applicable)

Pembroke Pines, FL 33027

Printed Name(s) of Owner(s)

Please return this written consent to: The Grove at Grand Palms Homeowners Association, Inc., c/o Association Services of Florida, 10112 USA Today Way, Miramar, FL 33025, Attn: Larry Taplin.

Important information on written consents: To be valid, any particular written consent must be signed within 90 days from the date of the earliest dated consent. A written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. Should the proposed action be authorized, those who have not voted in favor of the action must be notified of its passage within 30 days.

**AMENDMENT TO THE DECLARATION OF RESTRICTIONS OF
THE GROVE AT GRAND PALMS HOMEOWNERS ASSOCIATION, INC.**

Article 27. LEASING. is added in its entirety:

27. LEASING. The following provisions shall apply in the event any Lot Owner wishes to lease his or her Lot:

(a) Notice: Should a Lot Owner wish to lease his or her Lot, the owner shall, before accepting any offer to lease, deliver to the Board of Directors a copy of the proposed lease, a written notice containing the terms of the offer the owner wishes to accept, the name and address of the person(s) to whom the proposed lease is to be made, and such other information as may be required by the Board. The Board may also require that prospective tenants or renters submit a completed application, along with an application fee, and submit themselves to a background check. The Board is authorized to waive any and all of the above listed information.

(b) Approval: The Board, within thirty (30) days after receiving such notice and such supplemental information as is required, shall approve or disapprove of the prospective lease or rental of the Lot for "Good Cause". Disapproval shall be considered for "Good Cause" if it is based on any of the following:

i) The application and information submitted for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval may conduct himself/herself or may use the Lot in a manner inconsistent with the governing documents applicable to the Parcel or otherwise may have a potentially detrimental effect on neighbors and the community;

ii) The person seeking approval takes possession or occupies the premises prior to approval by the Association as provided herein;

iii) 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 as reasonably determined by the Board;

iv) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others or disrespect for this or another Association's "Rules and Regulations", as evidenced by his/her conduct in other social organizations or associations, or by his/her conduct in this Association as a tenant, owner, occupant or visitor of a Parcel;

v) The person seeking approval failed to provide the information required to process the application in a timely manner or included inaccurate or false information in the application;

vi) The person seeking approval has a record of convictions or institutionalizations indicating their behavior may not match the values of the community or may be disruptive to the community; or

vii) The Lot Owner requesting the lease or rental is delinquent on any monies owed to the Association.

(c) Leasing Requirements and Restrictions. No Lot or any portion thereof may be leased for a term of less than six (6) months. No Lot or any portion thereof may be advertised as a short-term rental (term of less than six (6) months). Any and all lease renewals shall be subject to the same limitations as are applicable to the leasing thereof, Association shall have the right to require that a substantially uniform form of lease be used, or, in the alternative, the Board's approval of the lease form to be used, shall be required. Any lease shall provide that the Board shall have the right to terminate the lease upon default by tenant in observing any of the provisions of the Declaration, Bylaws, Articles of Incorporation or applicable Rules duly adopted by the Board from time to time. After approval, Units may be leased provided the occupancy is only by the approved lessee and his or her immediate family and guests. All occupants 18 years of age or older, except for the Lot Owner or his or her immediate family, must be approved by the Board prior to residing at the Lot. For purposes of this provision, "immediate family" is defined as a spouse, mother, father, daughter, or son. No individual rooms may be leased or sub-leased and no transient tenants may be accommodated. The foregoing rental restrictions shall not apply to the Association.

(d) Corporate Owners. Where a corporate entity is a Lot Owner, it may designate the occupants of the Lot and such occupants must obtain the prior written approval by the Board prior to occupying the Parcel.

(e) Unauthorized Transactions. Any lease, possession or occupancy not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association. The Association shall take any legal action necessary to enforce and support its positions on these matters at the expense of the Lot Owner, including attorneys' fees and costs. The expense, including attorneys' fees, shall become an Assessment against the Lot pursuant to Article 7 of this Declaration and Article VI of the Association's By-Laws.