

THIS DOCUMENT PREPARED BY
AND RETURN TO:
KENNETH M. CLAYTON, ESQ.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751

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05/02/2025 08:48:57 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 120.50

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDED AND RESTATED REVITALIZED DECLARATION OF
COVENANTS AND RESTRICTIONS DOVE'S REST**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Winter Haven Christian Center, Inc. (hereinafter "Association"), pursuant to the Florida Statutes hereby certify that the AMENDED AND RESTATED REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS DOVE'S REST, which is attached hereto, and by reference made a part hereof (hereinafter "Amendment") was duly adopted in accordance with the requirements of the Association's Governing Documents and/or the Florida Statutes. The Amendment seeks to amend and restate that certain REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS DOVE'S REST attached to that certain CERTIFICATE OF EXECUTION AND APPROVAL OF REVITALIZED DECLARATION OF COVENANTS AND OTHER GOVERNING DOCUMENTS FOR WINTER HAVEN CHRISTIAN CENTER, INC., recorded in Official Records Book 13297, Page 1916, Polk County, Florida, as amended.

The Amendment was passed and approved by the affirmative vote of two-thirds of the voting interest of the Association at a duly called meeting of the members at which a quorum was present, pursuant to the requirements of Florida Statute §720.306.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration remain in full force and effect.

Balance of Page Intentionally Left Blank – Signature Page Follows

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 15 day of April, 2025

Signed, sealed and delivered
in the presence of:

Mary Docusen
(Sign - Witness 1)

By:

BEN D. WALLS
(Sign)

Mary Docusen
(Print - Witness 1)

BEN D. WALLS
(Print)

4925 Cypress Gardens Rd
(Address)

President, Winter Haven Christian Center,
Inc.

Winter Haven, FL 33884
(City, State and Zip Code)

Alisa Trupiano
(Sign - Witness 2)

Alisa Trupiano
(Print - Witness 2)

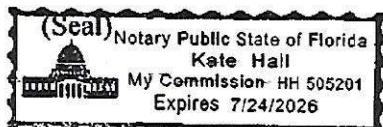
4039 Cypress Gardens Blvd.
(Address)

Winter Haven FL 33884
(City, State and Zip Code)

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2025, by Benjamin Walls, as President of Winter Haven Christian Center, Inc., a Florida not for profit corporation, on behalf of the Association corporation, on behalf of the Association. He/She is personally known to me or has produced mi drivers license as identification.



Sign

Print

Kate Hall

Kate Hall

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 15 day of April, 2025.

Signed, sealed and delivered
in the presence of:

Mary Docusen
(Sign - Witness 1)

By:

Mary Docusen
(Print - Witness 1)

4925 Cypress Gardens Rd
(Address)

Winter Haven, FL 33884
(City, State and Zip Code)

Alisa Trupiano
(Sign - Witness 2)

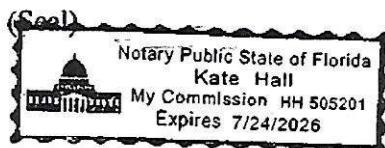
Alisa Trupiano
(Print - Witness 2)

6039 Cypress Gardens Blvd.
(Address)

Winter Haven FL 33884
(City, State and Zip Code)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2025, by
Mary Docusen, as Secretary of Winter Haven Christian Center, Inc., a Florida not for profit corporation, on behalf of the Association. He/She is personally known to me or has produced My Drivers License as identification.



Sign

Mary Docusen

Print

Kate Hall

**AMENDED AND RESTATED REVITALIZED DECLARATION OF
COVENANTS AND RESTRICTIONS
DOVE'S REST**

The following amendment and restatement is a substantial rewording of Articles 1 through 17 of the REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS DOVE'S REST attached to that certain CERTIFICATE OF EXECUTION AND APPROVAL OF REVITALIZED DECLARATION OF COVENANTS AND OTHER GOVERNING DOCUMENTS FOR WINTER HAVEN CHRISTIAN CENTER, INC., recorded in Official Records Book 13297, Page 1916, Polk County, Florida, (hereinafter collectively referred to as the "Revitalized Declaration"). Please see the REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS DOVE'S REST for current text.

Winter Haven Christian Center, Inc., d/b/a Dove's Rest, is a Florida corporation, hereinafter sometimes referred to as "Association", is the corporation which governs certain real property located in Polk County, Florida, more particularly described as:

Tract I:

The S ½ of the NE ¼ of these ¼ of Section I, Township 29 South, Range 26 East, less and except Dove's Rest, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in plat book 73, page 36.

Tract II:

All of Dove's Rest, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in plat book 73, page 36.

Dove's Rest Addition, recreation vehicle and mobile home subdivision.

Polk County, Florida

Section I, Township 29 South, Range 26 East

The South 1/2 of the E 1/4 of the SE 1/4 of section I, Township 29 South, Range 26 East, Polk County, Florida, less and except Dove's Rest as per plat recorded, in plat book 73 page 36, Public records of Polk County, Florida and further described as follows: commence at the SE corner of the NE 1/4 of SE 1/4 of said section I, run S 89°-39'-30" W along the south boundary of the said NE 1/4 of the SE 1/4, being the south boundary of the said Dove's Rest, 485.0 feet to the point of beginning, thence continue S 89°- 39'- 30" W along the south boundary of the NE 1/4 of SE 1/4, 839.31 feet to the SW corner of the said NE 1/4 of SE 1/4; thence run ' 00°-34'20" W along the west boundary of said NE 1/4 of SE 1/4, 864.25 feet to the northwest corner of said Dove's Rest; thence run along the western boundary of said Dove's Rest the following three courses, S 00° -34' E, 80.0 feet; S 89° -39'30" W, 25.0 feet, and S 00° -34' E, 584.26 feet to the point of beginning.

All as recorded in the Plat of Dove's Rest recorded in Plat Book 73, Page 36 and the Plat of Dove's Rest Addition, recorded in Plat Book 81 Page 31 of the Public Records of Polk County, Florida and re-recorded as Exhibits "B.1" and "B.2" in that certain CERTIFICATE OF EXECUTION AND APPROVAL OF REVITALIZED DECLARATION OF COVENANTS AND OTHER GOVERNING DOCUMENTS FOR WINTER HAVEN CHRISTIAN CENTER, INC., recorded

in Official Records Book 13297, Page 1916, Polk County, Florida on October 16, 2024 The above referenced lands may from time to time be referred to herein as the "Property" or the "Subdivision".

The purpose of this corporation is to build and maintain a residential subdivision facility primarily for 55+ retired adults and as such adheres to the Housing for Older Persons Act of 1995. These Covenants, Conditions and Restrictions ("CCRs") are promulgated to conform with Chapter 720 of the Florida Statutes, as it may be amended from time to time. Furthermore, after March 6, 1989, each residence intended for and operated for permanent occupancy, must maintain at least one (1) person fifty-five (55) years of age or older. Additional purposes as defined in Article III of the Articles of Incorporation is to promote the non-denominational fellowship of such residents, without regard to race, creed or country of origin. This corporation shall, consistent with such purpose be authorized to erect, construct, purchase, repair, improve, maintain, and operate recreational and residential properties within any facility owned by it which shall be exclusively for the benefit of its member-stockholders, and to otherwise promote social intercourse among them. The Declarant hereby declared that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following CCRs, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each Owner thereof.

1. This community shall be governed by Chapter 720 of the Florida Statutes as same may be amended from time to time.
2. Definitions: the terms used in these CCRs shall have the following meanings:
 - a. Corporation/Association: Winter Haven Christian Center, Inc., sometimes also referred to as Winter Haven Christian Center dba Dove's Rest or Dove's Rest which is the entity created in March 21, 1986 for the purpose of creating a Corporate entity for the Management and maintenance of the community located within the Properties.
 - b. Board of Directors or Board: The entity created to operate and manage the Association, provide maintenance to Common Areas, and all other duties assigned to such Board of Directors by Law or under the Governing Documents as defined below. The Board of Directors shall have the right, but not the duty to enter upon a Lot, as herein defined, to perform maintenance, repairs, or installation of utilities as may be required and any such costs incurred shall be billed to the Lot Owner as needed.
 - c. Governing Documents: this Amended and Restated Revitalized Declaration as created by stockholders of Winter Haven Christian Center, Inc., d/b/a Dove's Rest, the Revitalized Articles of Incorporation of Winter Haven Christian Center, and the Amended and Restated Revitalized Bylaws of Winter Haven Christian Center, Inc., d/b/a Dove's Rest. These Governing Documents are subject Florida Statutes, Chapter 720 as same may be amended from time to time.

- d. Stockholder or Owner: those persons owning property and stock certificates within Winter Haven Christian Center, Inc., dba Dove's Rest (sometimes referred to as "Lot Owners"), their successors and/or assigns.
- e. Common Areas: include but not be limited to the real and tangible personal property required for the maintenance and operations of the subdivision and the recreation facilities including, but not limited to, roadways, water and sanitary sewer systems, clubhouse, swimming pool, garages, office, shuffleboard court, pickleball court, pavilion, etc.
- f. Common Expenses: include administration, insurance, maintenance, operation, taxes, repair, replacement and betterment of the Common Areas, the cost of providing water and sewer service infrastructure to each Lot as well as the Common Areas.
- g. Rules: the rules and regulations respecting the use of the Common Areas and private Lots that are adopted by this corporation from time to time.
- h. Legal Adult Age: the age of at least twenty-one (21) years of age.
- i. Renter/Tenant: a person or persons who occupy a Lot without the Owner present in that time during the time of occupancy. A Renter/Tenant may pay the Owner for use of the home. All Renters/Tenants, along with Owners, must sign a board approved written Rental/Lease Agreement and have approval by the Association. Long-term Renters/Tenants (over 60 days) shall be persons 55 years of age or older or the spouse of someone over 55 years of age. Short-term Renters/Tenants (under 60 days) must include one person who is twenty-one (21) year of age or older.
- j. Occupying Guest: an occupying guest means a person or persons who occupy a Lot of the Owner without the payment of any consideration, and without the Owner present during the term of occupancy. At least one of any Occupying Guests must be of Legal Adult Age. The term of occupancy cannot exceed a maximum of sixty (60) days total in a calendar year.
- k. Guest: a person or persons who is/are invited to visit at the request of the Owner/non-Owner or Renter/Tenant for more than forty-eight hours with the Owner/non-Owner or Renter/Tenant present in the home during the visit. Visits cannot exceed a maximum of sixty (60) days per calendar year. The spouse or significant other of an Owner/non-Owner or Renter/Tenant shall not be considered a Guest under this definition and shall not be constrained by the visitation limits of this definition. Any Guest who is not of Legal Adult Age must be accompanied by an Owner/Non-Owner of legal age adult. Any Guest wishing to stay longer than the sixty (60) days allotted time must receive prior approval from the Association.
- l. Owner/Lot Owner: the record Owner of fee simple title to any Lot, also defined as "Stock Holders" in the Revitalized Bylaws. An Owner may be one or more persons or

entities.

- m. **Lot:** any plot of land located within the Subdivision and designated as a "Lot" on the Plat of the Dove's Rest and intended for residential use, but shall not include the Common Areas as herein defined.
- n. **Leasing/Rental:** The process of an Owner allowing a non-owner and/or a non-permanent resident to reside within his or her Lot, without the Owner being present at the time of occupancy.
- o. **Lease/Rental Agreement:** The Rental Agreement is a document that the Owner must submit to the Association, containing all relevant and/or required information required by the Association for approval of their Lease.
- p. **Member(s):** The membership of the Association shall be comprised of the Stock Holders as herein defined.

3. The Owner of each Lot shall own a share and certain interests in the Common Areas, which share and interests are appurtenant to their Lot, including but not limited to the following items:

- a. An undivided 1/129th interest in the Common Areas when conveyed in accordance with paragraph 6 below.
- b. Use of the Common Areas in common with other Lot Owners as provided for by the By-laws and Rules.
- c. Membership of each Lot Owner in the corporation and 1/129th interest in the funds and assets held by the corporation.

4. Each Owner shall be liable for an equal share of the common expenses which may be adjusted by the Board of Directors no more frequently than annually.

5. Winter Haven Christian Center, Inc., d/b/a Dove's Rest shall be formed to provide for the maintenance and operation of the Common Areas. The Corporation shall adopt By-laws and Rules to govern the use of the Common Areas and private Lots.

6. These CCRs supersede the provisions of the master form ninety-nine-year lease previously recorded in the Public Records of Polk County, Florida, in Official Records Book 2282, at Pages 0230 through 0233, inclusive.

7. The declarant, its successors or assigns, shall convey title to the Common Areas to the Corporation at such time as the declarant, its successors or assigns, holds title to the same free and clear of all encumbrances.

8. The declarant, its successors or assigns, reserves for itself the right at any time to enter upon the private Lots to maintain, install, inspect, or repair utilities.
9. No home or any Lot shall be used for any commercial or business purpose so that it causes clients, customers, or other non-residents to enter Dove's Rest subdivision for such commercial and business purposes.
10. Lot Owners shall not permit any noxious or offensive activity or public or private nuisances to be conducted in or on their property.
11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property; provided, however, that dogs, cats, or similar household pets may be kept on the property as provided in the Subdivision Rules.
12. Each Stockholder shall be required to maintain their property in accordance with the Rules and in a clean and sightly condition, including the proper trimming, and pruning of grass, weeds, trees, or other underbrush.
13. All structures or improvements must conform to the Planned Unit Development PUD 81-2 as modified zoning classification of the property.
14. The By-Laws, Rules and CCR's of Dove's Rest referred to herein, as may be amended from time to time, shall be considered as Covenants running with the land, and shall bind the Owners of all Lots, their heirs, personal representatives, successors and assigns, and if said Owners, their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of these By-Laws, Rules and CCR's, it shall be lawful for the declarant, the Corporation, or any person or persons owning any Lots in Dove's Rest to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such By-Laws, Rules or CCR's, and either to prevent him or them from doing so or to recover damages for such violation including costs of the suit and a reasonable attorney's fee. Any invalidation of any of the aforescribed By-laws, Rules and CCR's shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect. The governing documents referred to in this paragraph are available at the corporate office of the Corporation.
15. The declarant, its successors or assigns shall provide water and sewer facilities to the Owner's property in the adjacent applicable easements. Stockholders are responsible for the cost and installation of water and sewer infrastructure on their property and usage expense of potable water as recorded on Stockholder-owned water meters. Stockholder/residents who reside temporarily in recreational vehicles (RVs) must connect the disposal system and water lines of their vehicles to the provided facilities. The Stockholders are responsible for the maintenance and repair of any above ground or below ground utility on their property/premises.
16. **Leasing Restrictions/ Rental Policy:**

Leasing is restricted in order to preserve the character and safeguard the harmony of the community as predominantly Owner-occupied, except as provided herein, the Leasing of Lots shall be prohibited. The Association and its Board of Directors has deemed it to be in the best interest of the Owners to restrict the number of units that may be rented/leased or occupied by persons other than the Owners in order to enhance property values by promoting stability and reducing resident turnover; increase interest by the Lot Owners in the appearance and maintenance of the Association and minimize problems of rule enforcement. A Lot must be used for single-family residential use only and may not be used for transient or hotel purposes.

Notwithstanding any other covenant contained in this Revitalized Declaration, the Association's Revitalized Articles of Incorporation or the Association's Revitalized By-Laws, and/or any Rules adopted by the Association, to the extent permitted by law:

- a. **Board Right of Approval.** The Board of Directors shall have the authority to grant or disapprove Lease/Rental Agreement and renewals or extensions thereof. This authority may be delegated by the Board to a committee or agent, such as a property manager. No person may occupy a Lot subject to a Lease as a Renter/Tenant, family member of a Renter/Tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate a uniform Rental Agreement and/or require such other information from the proposed Renter/Tenant and all proposed occupants of a Lot as the Board deems appropriate under the circumstances. If desired, the Board may require an interview of any proposed Renter/Tenant and their spouse, if any, and all proposed occupants of a Lot, as a condition for approval. Owners desiring to Lease their Lots may do so only if they have applied for and received approval of their Rental Agreement from the Board of Directors. Such Rental Agreement, upon its approval, will allow an Owner to Lease his or her Lot provided that such Leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such Rental Agreements consistent with this Section, such conditions may include that all Owners Leasing Lots as of the date of adoption of this amendment, shall be considered to have been granted a Rental Agreement for the remainder of any such existing Lease or occupancy agreement, provided that no more than twenty percent (20%) of all Lots within the Community have been Leased as of the date of this Amendment, and that any and all Lease document(s) must be provided to the Association's subdivision office within fourteen (14) days of the adoption of the Amendment. All Rental Agreements shall be valid only as to a specific Lot Owner and Lot and shall not be transferable to other Lots or Lot Owners;
- b. **Proposal of Grant or Disapproval of Rental Agreement Process.** Any Owner intending to Lease their Lot shall submit a Rental Agreement, a copy of an approved standardized rental/lease form provided by the Board, completed and signed by the Owner and Renter/Tenant, and any other requested information and possible fees to the subdivision office at least fourteen (14) days in advance of the commencement of the Lease or renewal

or extension term. In addition to the Rental/Lease Agreement, the Owner and Renter/Tenant shall provide the following additional information:

1. name, address and any other information deemed necessary by the Board of the proposed Renter/Tenant(s). All proposed residents or occupants of the Lot that are not otherwise considered by the Association policies and procedures to be Guests shall be considered to be Renter/Tenant(s) for purposes of this Section;
2. two (2) documents reasonably establishing and proving each Renter/Tenant's identity. One (1) of these documents must be a valid, reasonably acceptable, and current copy of a photo identification (e.g., driver's license, passport, or other reasonable government-issued documentation of such individual). Second document must contain no less than the Renter's/Tenant's name and address (e.g., utility bill, bank statement, State or County Document, etc.) and such information as the Board may reasonably require;
3. a correct, complete and executed copy of the proposed Rental/Lease Agreement signed by both the Owner and Renter/Tenant, which Lease Agreement must provide that it is subject to the prior written approval of the Association; and
4. such other and further information as the Board, in its sole unfettered discretion, deems necessary in order to conduct its evaluation of whether to approve or disapprove the anticipated Lease/Rental Agreement. The Board may adopt Rules, and require the use of approved Rental/Lease Agreement forms, in furtherance of this purpose. The Board shall have the authority to use any information received or which Owner or Renter/Tenant fail to provide as part of any review or evaluation conducted in accordance with this Section, in making any decisions relating to the intended Rental/Lease and/or occupancy of a Lot, except to the extent specifically prohibited by law.

c. Upon receipt of all required information and fees, the Association shall have the duty to approve (e.g., grant) a Rental Agreement or disapprove a proposed Lease within fourteen (14) days of receipt of all required information, by sending written notification of the Association's action to the Owner within such time frame. All requests for approval not acted upon by the Association within such fourteen (14) days shall be deemed to have approved/granted permission to the Owner to Lease their Lot to the subject Renter/Tenant. Applications for renewals or extensions of Lease Agreements shall be submitted at least fourteen (14) days in advance of the expiration of the Lease Agreement. If the Association disapproves a proposed Rental/Lease or renewal or extension of a previously approved Rental/Lease Agreement, the Association shall send the Owner a short statement indicating the reason for the disapproval, and the Lease shall not be made, renewed or extended. The Association shall not have a duty to provide an alternate Renter/Tenant. Without limiting the Association's authority, the Association shall not have to assume any responsibility in the case of a denial of a Rental/Lease application if such denial is based upon any of the following factors:

1. The application for approval shows on its face or if the, facts discovered in connection with the Association's investigation and review of the matter, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with or in violation of the Association's Governing Documents. By way of example, but not limitation, taking possession of a Lot prior to approval by the Association by a Renter/Tenant as required herein shall constitute a presumption that the applicant's conduct is inconsistent with the Association's Governing Documents;
2. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in the Community as a Renter/Tenant, Owner, Guest, invitee or occupant of a Lot;
3. The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner;
4. All Assessments, fines and other charges against the Lot and/or Owner have not been paid in full;
5. The maximum number of Lease/Rental Agreements permitted to be issued by the Association has been exceeded or will be exceeded if such approval/issuance of a Rental Agreement is granted, and no Hardship Rental Agreement shall be issued, except in the Association's sole discretion.

- d. No Owner may Rent/Lease more than two (2) Lots at the same time;
- e. An inheritor, who is under fifty-five (55) years of age may Lease/Rent their Lot for a period up to twelve (12) months with Association approval, however, all restrictions will become enforceable upon the inheritor;
- f. Prior to Renting/Leasing, an Owner must have resided within the subdivision for no less than thirty (30) days, except for inheritors who are under the age of 55 and is restricted to staying no longer than sixty (60) days, like a Guest as defined in Article 1 of this Revitalized Declaration. Hardship requests may receive an exemption with prior Association approval;
- g. No Owner shall Lease a Lot for a period of less than fourteen (14) days minimum and no more than twelve (12) months duration; upon expiration, owners may seek approval from the Association for an additional new Rental/Lease to the current Renters/Tenants prior to expiration;

- h. The maximum number of Lots in the Community which may be Leased and/or be subject to an existing Lease, at any time, is twenty percent (20%) of all Lots in the community, except that, in the event of a hardship, the Board may grant one additional Owner the right to Lease his/her Lot for a one (1) year period, provided such right is confirmed in writing by the Board of Directors and, such Renta/Lease Agreement if it does not exceed one (1) year. No more than twenty-six (26) outstanding Rental/Leases will exist at the same time;
- i. Any Owner seeking to Lease, re-Lease and/or extend the term of any existing Rental/Lease of his or her Lot shall notify the Association in writing;
- j. Prior to Renting/Leasing, Re-leasing and/or extending the term of any existing Rental/Lease of a Lot, the Owner shall first obtain the written confirmation (hereinafter referred to as "Written Confirmation") from the Association that less than twenty percent (20%) Lots are currently Leased and/or are subject to being Leased pursuant to previously provided written confirmation(s) from the Association;
- k. Any Owner seeking to Rent/Lease, Re-Lease and/or extend the term of any existing Lease of his or her Lot, who receives written confirmation from the Association that less than twenty-percent (20%) Lots are currently being Leased and/or are subject to being Leased pursuant to previously provided written confirmation(s), shall have to submit their new Lease or Renewed Lease to the Association's Subdivision Office, at least fourteen (14) days prior to the commencement of such Lease;
- l. Rentals/Leases must be between the Owners and Renters/Tenants and not an outside leasing agent. Lots are not allowed to be Rented/Leased through a leasing company, realtor, attorney or vacation rental company;
- m. The Owner and/or Renter/Tenant may not use a Lot for commercial leasing and/or business purposes;
- n. Each Owner, who is Leasing his or her Lot, shall apprise the Association of any termination or cancellation of the Lease within five (5) days of any such termination and/or cancellation;
- o. Pursuant to Law, should an Owner become delinquent in payment of their assessments and be at least ninety (90) days past due, the Association may make a written demand that the Renter/Tenant pay the Association the monetary obligation related to such Lot. The Association may use any remedies available through its Governing Documents or by Law to assess such funds, including, but not limited to submitting the issue of unpaid Assessments to its Attorney's office, be it for collection, enforcement, mediation and/or litigation, in which event the delinquent Owner or Renter/Tenant shall be liable for paying any legal expenses incurred by the Association;

- p. Each Owner covenants to enforce the terms of the Governing Documents and State Law with respect to the use by the Renter(s)/Tenant(s) of his or her Lot, the Common Area, as well as any other property of the Association;
- q. Renter/Tenant Conduct, Remedies. Leases will provide or be deemed to provide that the Lease is subject to the Governing Documents and the Renters/Tenants have read and agreed to be bound by the Revitalized Declaration, the Association's Revitalized Articles of Incorporation, Revitalized Bylaws and Rules as the same may be amended from time to time (the "Governing Documents"). Rentals/Leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the Rental/Lease and subject the Renter/Tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Renter/Tenant fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Renter/Tenant and shall be subject to all remedies set forth in the Governing Documents and Florida Law, without waiver of any remedy available to the Association as to the Renter/Tenant. The Owner shall have the duty to bring his Renter/Tenant's conduct into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the Renter/Tenant into compliance with the Governing Documents, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Renters'/Tenants' noncompliance with the Governing Documents, including without limitation the right to institute an action for eviction against the Renter/Tenant in the name of the Association, or as agent of the Owner. The Association shall have the right to recover any costs or fees, including Attorney's fees, incurred in connection with such actions;
- r. Misrepresentation. If any Renter/Tenant, or proposed Renter/Tenant, misrepresents any information in on his or her Rental/Lease Agreement and/or in any documentation supplied to the Association in connection with approval of the proposed Rental/Lease, then the Board, at any subsequent date, may, in its sole unfettered discretion, terminate such Lease as may have been approved or been deemed approved and withdraw any approval of Rental/Lease Agreement. Upon such event, the Renter/Tenant shall permanently vacate the Lot within thirty (30) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), and the Renter(s)/Tenant(s). Such notice to the Owner(s) shall be provided to the address of the Owner listed in the Association's official records, and notice to the Renter(s)/Tenant(s) shall be provided to the address of such Lot. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot, and such notice to the Renter/Tenant(s) shall be fulfilled by a single notice to any of the Renter/Tenant(s) of the Lot. All notices provided for by this Section shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage;
- s. The Association shall have the right to recover and be entitled to damages, terminate any Lease or Rental Agreement, evict (or require the Owner(s) to evict) any

Renter/Tenant(s), and obtain injunctive relief for any violation of Governing Documents and/or State Law by the Renter(s)/Tenant(s) of such Owner(s). As such, the Owner(s) of a Rented/Leased Lot hereby delegates and assigns to the Association the non-exclusive power, right and authority to evict their Renter/Tenant(s), on behalf of the Owner(s). If the Lease/Rental Agreement is made in derogation hereof, or if Renter(s)/Tenant(s) or Owner(s) violate any provisions of the Governing Documents or State Law, as determined in the sole unfettered discretion of the Board, then the Association shall have the right to:

1. Cancel and terminate the Lease and approval of any Lease/Rental Agreement applicable thereto;
2. Recover damages; and/or
3. Evict [and/or require Owner(s)] to evict the Renter(s)/Tenant(s) Should the Association opt to proceed with evicting Renter(s)/Tenant(s) predicated on any violation or infraction of the Governing Documents or State Law, as determined in the sole unfettered discretion of the Board, such Renter(s)/Tenant(s) shall permanently vacate the Lot.

- t. Liability. The liability of the Owner under the Association's Governing Documents shall continue notwithstanding the fact that the Owner may have Rented/Leased his interest in the Lot as provided herein.

17. This Declaration may be amended at any Annual, Regular or Special or Town Meeting of the Stockholders. Any amendment, change, or addition must be presented at the Town Meeting or any Special Meeting and must have an affirmative vote of two-thirds (2/3) of all present and voting stockholders of the corporation, including proxy and absentee votes in order to be placed on the agenda of the annual meeting. Exact wording of the proposed amendment(s) shall be sent to all stockholders at least fourteen (14) days prior to the meeting to allow for consideration of changes and a response. Amendments will require an affirmative vote of two-thirds (2/3) of all present and voting members in the corporation, including proxy and absentee votes, for ratification of such amendments.