MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
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CERTIFICATE OF AMENDMENT
TO THE
PALM GROVE ASSOCIATION, INC.
DECLARATION OF COVENANTS AND RESTRICTIONS
AMENDED AND RESTATED ON APRIL 29, 2008

The Palm Grove Association, Inc. Declaration of Covenants and Restrictions, Amended and Restated on April 29, 2008 (the "Declaration"), was recorded in the public records of St. Lucie County, Florida at Official Records Book 2976, Page 2797 et. seq. and amended at Official Records Book 3090, Page 780, et. seq.; Official Records Book 3636, Page 857, et. seq.; Official Records Book 4801, Page 2014, et. seq.; and Official Records Book 4910, Page 437, et. seq. The same Declaration was amended as approved by the Membership by vote sufficient for approval at a meeting of the membership on April 16, 2025. The amendment was also approved by the Board of Directors.

1. *Section 4(D) of the Declaration is amended to read as follows:*

4. **Rights of Owners**

D. Any parcel owner may display a sign not larger than twelve inches by eighteen inches provided by a contractor for security services within 10 feet of any entrance.

A parcel owner may also display an "open house" sign for purposes of advertising an "open house" for a real estate sale. One (1) "open house" sign may be posted on the parcel owner's property, and one (1) sign may be posted at the entry gate. The signs can only be displayed on the date of the "open house" and must be removed by the end of the day. "Open houses" can only take place on Sundays.

A parcel owner may also display one "for sale" sign, not larger than 18 by 24 inches on the inside of one (1) window of their home.

(The balance of Section 4 remains unchanged)

2. *Section 6(B) of the Declaration is amended to read as follows:*

6. **Age 55 + Deed Restricted Community**

B. Every Parcel transferred to any and all new Owners shall be occupied by at least one person age 55 or older, with any additional residents age 35 or older, except as defined below:

(1) A family member who for medical handicap or disability reasons may be exempted from this requirement in accordance with the By-Laws by determination of the Board of Directors.

(2) A person who is a surviving spouse of a permanent occupant age 55 or older providing the spouse was a permanent occupant at the time of death.

(3) A person divorced or separated from a permanent occupant age 55 or older, provided the person to receive the exemption has an ownership interest in the Parcel and was a permitted occupant at the time of the divorce or separation.

(4) A family member of a 55 year old or older owner occupant where occupancy is necessary for the medical handicap or disability needs of the Owner.

(5) A caregiver for a permanently disabled, 55 year old or older resident requiring a live-in care person.

(The balance of Section 6 remains unchanged)

3. *Section 10(D) of the Declaration is amended to read as follows:*

10. **Parcel and Living Use**

D. There shall be no posting or displaying of any signage, on any Parcel, except as set forth Section 4D of this Declaration.

(The balance of Section 10 remains unchanged)

4. *Section 11 of the Declaration is amended to read as follows:*

11. Sales, Rentals and Lease

A. There shall be no lease or rental of a Parcel or Living Unit-upon purchase- during the first year of ownership and if there is a lease current and outstanding by the seller then that lease cannot continue with the buyer; However The Association does recognize that there might be instances where the previous owner upon selling may not be able to relocate immediately (subsequent to closing) and the new owner would allow the previous owner to remain in the home for a monthly rental fee at a mutually agreed upon lease period. All Sub-leasing and/or sub-renting is prohibited. No individual rooms or driveways shall be rented and no transient tenants are permitted.

B. The Board of Directors will establish an "Orientation Committee," to meet with any prospective buyers, renters or leases of Parcels in the Association, to insure that they provide the Committee with written proof of their age to maintain our 55+ Deed Restricted Community provisions. Any prospective buyers, renters or leases of Parcels will also be informed of all contents so listed in the Palm Grove Homeowners Association and the Palm Grove Community Association Governing Documents. The Owner will be responsible to arrange an interview with the said buyer/renter/lessee with the Orientation Committee not less than seven (7) days prior to the "closing transaction" of the Parcel.

C. The Owner shall be responsible to provide any prospective buyer, renter, lessee with a copy of all governing documents of the Palm Grove Homeowners Association and the Grove Community Association and the Disclosure Summary (Reference Florida Statute 720.401) prior to their meeting scheduled with the Orientation Committee.

D. The Orientation Committee shall have the authority to require the buyer, renter or lease to provide written acknowledgement of having attended such meeting (s) and that the said buyer, renter or lessee will thereby conform with all the provisions set forth in the aforementioned documents. This form and the contents thereof must be dated and signed by the buyer, renter or lessee and must be substantially similar to the form stipulated in FS 720.401.
This form shall also include a statement to the effect, that failure to sign, shall not in any manner, relieve the buyer of the responsibility to abide by the provisions of these documents.

E. Lease and Tenant Approval Process

All leases (which term shall be deemed to also include renewal leases) must be approved in writing by the Board of Directors. All leases and tenants must be submitted for review no later than twenty (20) days prior to the commencement date of the proposed lease. An Owner seeking approval of a lease of their Parcel and of a prospective tenant shall timely provide to the Association the following:

(i) a fully executed and legible copy of the lease;

(ii) a transfer fee in an amount determined by the Board of Directors not to exceed the maximum amount allowed by applicable law from time to time.

(iii) a completed application, which form shall be drafted and amended from time to time by the Association's Board of Directors; and

(iv) any such other information as the Association may reasonably require to ensure compliance with this paragraph.

As part of conducting the approval process, the Board of Directors shall be authorized to obtain a background and/or financial check on each prospective tenant eighteen (18) years of age or older. Reasons for disapproval may be based on the following criteria:

(i) Prospective tenant or intended occupant has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property;

(ii) Prospective tenant or intended occupant is a registered sex offender;

(iii) Prospective tenant has a minimum credit score less than 650 (when there is more than one prospective tenant applying for residency in a Parcel, the scores will be averaged and if below 650, the prospective tenants shall be disapproved);

(iv) Prospective tenant has a history of financial mischief which may include foreclosure or eviction lawsuits filed against them or bankruptcy filings;

(v) Prospective tenant was dishonest on anv written application or communication with the Association;

(vi) Prospective tenant prematurely took up residency of a Parcel prior to a determination of approval or disapproval being reached by the Board of Directors;

(vii) Owner is delinquent on a monetary obligation owed to the Association; or

(viii) Owner has an existing violation of the Governing Documents of the Association.

If the Board of Directors disapproves of an Owner's prospective tenant, the Owner may not lease the Parcel to that particular tenant. If the Board of Directors disapproves of a proposed lease due to the Owner's failure to comply with the requirements of the Association's Governing Documents. the Owner may not lease the Parcel unless and until they come into compliance.

F. Transfer of Ownership of Parcels:

In order to maintain a community of congenial, financially responsible residents with the objective of protecting the value of the Parcels, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Parcel shall be subject to the following provisions:

A. General Provisions

(i) Application Form. The Board of Directors is vested with the authority to prescribe an application form as may require a specific personal, social, financial and other data related to the intended purchaser and occupants, and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Board in order to enable the Board to reasonably investigate the intended purchaser, occupants or "new owners" within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as integral part of the notice of intended transfer. The Association may conduct or request background checks for all purchasers and intended occupants.

(ii) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time.

(iii) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this Section be violated.

(iv) Exception for Institutional Mortgagees. An institutional mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an owner as a result of a foreclosure sale of a mortgage held by an institutional mortgagee, shall be exempt from the requirements below. However, this does not exempt the grantee of the mortgagee from the requirements below.

B. Notice and Approval.

(i) Sale or Gift. No Owner may dispose of a Parcel or any interest in the Parcel by sale or gift (including agreement for deed) without prior written approval of the Board;

(ii) Devise or Inheritance. If an Owner acquires his title by devise or inheritance, his or her right to occupy or use the Parcel shall be subject to the approval of the Board.

(iii) Other Transfers. No person shall have the right to occupy or use the Parcel before being approved by the Board under the procedures outlined below if they acquire the Parcel in any manner other than set forth in the foregoing subsections 1 and 2;

(iv) Notice to Association – Sale or Gift. An Owner intending to make a sale or gift of his Parcel, or any interest in the Parcel, shall give to the Association or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require.

(v) Devise, Inheritance or Other Transfers. The transferee must notify the Association of his or her ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use right until approved by the Board.

(vi) Demand. With the notice required above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract or, if no contract is involved, for the fair market value of the Parcel determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the notice.

(vii) Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in the Parcel, or making a gift of the Parcel, such failure shall create a rebuttable presumption that the seller and the purchaser or Owner making the gift, intend to violate the covenants of this Declaration and shall constitute good cause for the Board's disapproval.

(viii) Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearance and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in writing and delivered to the transferee. If the Board neither approves or disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval to the transferee.

(ix) Disapproval

(a) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(1) Prospective purchaser or intended occupant has a felony or misdemeanor conviction that indicates a demonstrable risk to resident safety or property;

(2) Prospective purchaser or intended occupant is a registered sex offender;

(3) Prospective purchaser was dishonest on anv written application or communication with the Association;

(4) Prospective purchaser prematurely took up residency of a Parcel prior to a determination of approval or disapproval being reached by the Board;

(5) Owner is delinquent on a monetary obligation owed to the Association; or

(6) Owner has an existing violation of the Governing Documents of the Association.

(b) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth above for an approved alternate purchaser, then within thirty (30) days after the Board meeting which the disapproval took place, the Board shall deliver, in writing, to the Owner or transferee (hereinafter "the seller") the name of an approved purchaser who will purchase the Parcel upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average or appraisals by two MAI appraisals, one selected by the seller and the other by the Association. The cost of the appraisals and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Association assessments and charges shall be pro rated for the year of closing and the parties shall bear their own

attorney's fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages;

If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his or her purchase, then the original proposed purchase shall be deemed to be approved, despite the Board's former disapproval and upon demand, the certificate of approval shall be issued.

(The balance of Section 11 remains unchanged)

5. The foregoing amendment to the Declaration was adopted by the membership by a vote sufficient for approval at a meeting of the membership.

6. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

7. All provisions of the Declaration are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 20th day of May 2025.

SIGNATURES ON FOLLOWING PAGE

WITNESSES AS TO PRESIDENT:

Printed Name: Lori A Chase
Address: 623 Ponytail Lane

Printed Name: Alvin Faust Jr
Address: 514 European Lane

PALM GROVE ASSOCIATION, INC.

President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [x] physical appearance or [ ] online notarization, by Lori Chase, as President of Palm Grove Association, Inc. [✓] who is personally known to me, or [ ] who has produced identification [Type of Identification: _____] this 20 day of May 2025.

Notarial Seal

FRANCHESCA MARTENS
MY COMMISSION # HH 241490
EXPIRES: June 29, 2026

Notary Public

WITNESSES AS TO SECRETARY:

Printed Name: Michael Hanco
Address: 5765 Travelers Way

Printed Name: Lori A Chase
Address: 623 Ponytail Lane

PALM GROVE ASSOCIATION, INC.

By:

Secretary

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [x] physical appearance or [ ] online notarization, by Lori Chase, as Secretary of Palm Grove Association, Inc. [✓] who is personally known to me, or [ ] who has produced identification [Type of Identification: _____] this 20 day of May 2025.

Notarial Seal

FRANCHESCA MARTENS
MY COMMISSION # HH 241490
EXPIRES: June 29, 2026

Notary Public