

The Groves Homeowners' Association, Inc.

APPLICATION (check one) RENTAL/LEASE SALE/PURCHASE

Each application must be completed in its entirety. An incomplete application will not be considered. A copy of the lease agreement must be attached to the application. A \$100.00 NON-REFUNDABLE fee, payable to the The Groves Homeowners Association must be attached to each application submitted for approval. Please provide a copy of Driver License for each applicant. MUST PRINT AND BE LEGIBLE.

Address & Unit # _____ Term of Lease / Closing date _____

Name (Print) _____ DOB: _____ E-Mail _____

Spouse (Print) _____ DOB: _____ E-Mail _____

Driver's License # _____ State: _____ Driver's License# (Spouse) _____ State: _____

Phone Number: _____ Phone Number: _____

Present Address: _____ City/State _____ Zip _____

Previous Address _____ City/State: _____ Zip _____

Name of Landlord/Mortgage: _____ Bank (local) _____

Employer: _____ Phone # _____ Employer (Spouse): _____ Phone# _____

References: Name, Address & Phone # (other than family or Real Estate Agent) Preferably Local: _____

Vehicle Information:
 How many: _____ Make: _____ Model: _____ Year: _____ State: _____ License: _____

Emergency Contact Person _____ Phone: _____

Names of additional persons to Occupy Premises (give ages if under 18) _____

Pets: Yes _____ No _____ Type: _____ Size/Weight: _____

I have received and read a copy of all Association's Documents, Rules & Regulations. I understand my responsibilities as a renter/occupant. I agree to abide by the provisions of said documents. Signature: _____ Date: _____

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR PUBLIC RECORD, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION

I agree to hold harmless Progressive Community Management, Inc., and all providers of information on the prospective owner/ tenant's stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this lease whether determination is made before or after my date of occupancy, maybe affected.

I do hereby authorize with my (our) signature(s) the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to Progressive Community Management, Inc., and all its members now and in the future for exclusive use of The Groves Homeowners' Association, Inc.

Signature: _____ Date: _____ Signature: _____
 Date: _____

Owner Name: _____ Co- Owner: _____

Address: _____ Phone: _____

Date of Background Check by PCM: _____ PCM Initials: _____ Comments: _____

Signature: _____ Title: _____
 Date: _____

Return Application and Fee to:

Progressive Community Management Inc.
3701 South Osprey Avenue
Sarasota, FL 34239
941-921-5393

THE GROVES HOMEOWNERS' ASSOCIATION, INC.
AMENDED RULES AND REGULATIONS EFFECTIVE JUNE 1, 2021
(This represents the first amendment to the Rules and Regulations
dated 07/01/2019 as filed with Manatee County)

A. ARCHITECTURAL CONTROL - EXTERIOR CHANGES/APPARATUS AND ALTERATIONS

Any exterior improvements or alterations require a written and approved Architectural Review Committee Application (ARC) as outlined in paragraphs 1, 2, and 3. As a condition of approval, an improvement or alteration that could impact a Common Area will require the Owner provide a certificate of insurance listing The Groves Homeowners' Association as an additional insured.

1. Review of Proposed Construction

No improvement or alteration of any kind, including but not limited to a fence, wall, drainage, or other addition, structure, or equipment (including landscaping, sheds, children's play equipment, clothes lines, antennas, awnings, gutters, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until an ARC Application that describes the plans and specifications, nature, kind, shape, height, color, materials and location of any proposed improvement or alteration has been submitted to and approved in writing by a majority of the Board of Directors of the Association or its designee.

2. Fences

- a) Installation of any fence is subject to the requirements of paragraph A.1.
- b) White vinyl PVC fences up to 6 feet in height are permitted.
- c) On lakefront Lots any fence that will affect the lake view of adjacent Lots is limited to a black aluminum picket fence up to 4 feet in height.
- d) No structure or plantings should block a neighbor's water view.
- e) Owner must comply with any Manatee County code requirements, applications, and permits for fence installation.

3. Satellite Dishes/Antennas

Subject to the requirements of paragraph A.1, no exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Dwelling or Lot.

B. USE RESTRICTIONS

1. Clubhouse

The clubhouse is available for use by residents (Owners residing at their Lot or Unit and approved tenants) only. Entrance to the clubhouse is by active fob only. Do not open the doors for others who do not have an active fob unless a private event is being held. Each resident is responsible for cleaning up the clubhouse after use. Residents may reserve the clubhouse for organized events open to the community or for private events. Private events must adhere to The Groves Clubhouse Reservation Policy and use fees.

2. Fitness Room

See Exhibit A.

3. Pool

See Exhibit B.

4. Dog Park

See Exhibit C.

5. Flags

One U.S. flag and one military or State of Florida flag may be displayed in a respectful manner and the Association may adopt reasonable standards for size, placement and safety in accordance with Florida Statute 720.304. Unless otherwise permitted by applicable law, no other flags or banners are permitted.

6. Garage Sales

While individual garage sales are not permitted, Groves community-wide garage sales are allowed with the prior approval of the Board of Directors.

7. Offensive Activity

No noxious or offensive activity shall be carried on upon any Lot or within any Dwelling, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the Owners or occupants of the Property, in the Association's reasonable discretion.

8. Parking and Vehicles

- a) There will be no parking on any portion of any sidewalk which is not part of a designated driveway within the Property.
- b) Parking on grass is prohibited.
- c) There will be no street parking allowed between 12 a.m. and 6 a.m.
- d) An Owner or resident may park in the Dwelling's garage or in the driveway on the Lot or Unit.
- e) Car covers are prohibited. No tarpaulin covers on vehicles are permitted anywhere within the public view.
- f) License tags on all vehicles must be current.
- g) No vehicle which cannot operate on its own power shall remain in the Community for more than 24 hours, except in the garage of a Dwelling.
- h) No vehicles will be stored on blocks.
- i) No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Dwelling.
- j) Any commercial vehicle, trailer, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer will not be permitted to be parked outside of an enclosed garage. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. Parking restrictions for commercial/recreational vehicles and trailers specific to Condominium Units may be different.
- k) No vehicles displaying commercial advertising will be parked within the public view.

- l) If an Owner or resident is preparing for a trip, they may park their RV or boat in their personal parking space for no more than 24 hours and after notifying the Property Manager.
- m) Parking spaces at the main entrance designated "Clubhouse/Guest" and "Mail Pick Up" are for the limited use of the clubhouse, pool, fitness room, picnic area, and mail pick-up. Parking in the mail pick up spaces is limited to 15 minutes. Designated spaces are not to be used instead of or in addition to a resident's driveway. Parking in designated spaces is restricted to the hours of operation of the facilities and is on a first-come first-served basis. Residents must notify the Property Manager with guest vehicle information and obtain prior permission before guests can utilize these spaces.
- n) Parking in the mail pick up spaces in Soleil West is limited to 15 minutes.
- o) Any vehicle parked in violation of the above restrictions is subject to towing at the vehicle owner's expense. Towing may occur if and only if a vehicle remains in violation of a listed restriction for 24 hours from the time a notice of violation is placed on the vehicle, or if the vehicle was cited within the preceding 14-day period for the same violation.

9. Pets

- a) No more than 2 domestic dogs (other than dangerous dogs that shall not be allowed under any circumstances on the Property) or 2 domestic cats shall be permitted to be kept in a Dwelling or on a Lot, provided such animals are not kept, bred or raised for commercial purposes. Dangerous dogs include pit bull dogs or other dogs which, in the reasonable determination of the Board of Directors, are determined to be a threat to the safety of the occupants of the Property.
- b) Pet owners are responsible for picking up their pet's waste and disposing of the waste in the owner's trash can or in the designated waste receptacle in the Dog Park.
- c) All pets must be on a leash when outside a Dwelling or enclosed yard per Manatee County Ordinance.

10. Retention Ponds

Swimming or the use of floaties, paddle boards, or kayaks, fishing and any other recreational activity are prohibited in the retention ponds. The dumping of grass or weeds in the retention ponds is prohibited.

11. Signs

A sign advertising a Home for sale or rent can be no more than 18" x 24" in size, and that sign is to be placed on one ground floor window or one second story window. Sign regulations specific to Condominium Units may be more restrictive.

12. Trash Cans and Recycle Bins

- a) Trash cans and recycle bins must be covered to prevent trash and recyclables from blowing onto adjacent properties and to reduce the opportunity for rodents.
- b) Trash cans and recycle bins must not be placed curbside before 6:00 p.m. on the day before collection, and must be removed from the street before 8:00 p.m. the day of collection.
- c) Trash cans and recycle bins must be stored inside the Dwelling's garage or within a Home's enclosed/fenced yard provided the enclosure/fence is taller than the trash cans and recycle bin.

13. Window Treatments

- a) Subject to the requirements of paragraph A.1, no external window covering, reflective window covering, or iron, decorative, or security bars (either interior or exterior) may be placed or permitted to remain on any window of any Dwelling.
- b) Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 1 week after an Owner or tenant first moves into a Dwelling, or when permanent window treatments are being cleaned or repaired.
- c) Subject to the requirements of paragraph A.1, no awnings, canopies or shutters shall be affixed to the exterior of a Dwelling.
- d) Subject to the requirements of paragraph A.1, no reflective tinting or mirror finishes on windows shall be permitted.
- e) Window or wall air conditioner units are prohibited.

C. HOME MAINTENANCE

1. Exterior Painting and Pressure Washing

Each Home Owner shall be responsible for exterior painting and pressure cleaning of the Home and its improvements as required by the Association. It is anticipated that the Association may require all Homes to be painted every 5-8 years. In addition, it is anticipated that the Association may require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressure washed every 3-5 years.

2. Irrigation Maintenance

The cost of all maintenance, repair and replacement of any and all portions of the irrigation system on a Lot shall be the responsibility of each Home Owner; provided, however, if an Owner shall fail to maintain the same, the Association shall have the right but not the obligation to enter the Lot and maintain the irrigation system and charge the Owner the cost of such work as an Individual Assessment.

3. Lawn Maintenance and Landscaping

- a) It is the duty of each Home Owner to maintain, repair, and replace the landscaping and maintain and cut the grass located on the Owner's Lot, at the Owner's sole cost and expense. In the event an Owner fails to cut and maintain the grass and maintain the landscaping, the Association shall have the right, but not the obligation, to cut or maintain the grass and landscaping and charge the Owner the cost of such work as an Individual Assessment.
- b) Each Home Owner will be responsible for maintenance of the trees planted as required by Manatee County (see Exhibit "I" to the Declaration). Such trees may not be removed without approval from the Board of Directors. In the event that a tree planted in compliance with Exhibit "I" dies or is removed, the Home Owner is responsible to replace the tree within 30 days thereafter with a species approved by the Board of Directors.

4. Repairs

Each Home Owner shall be responsible for maintaining, repairing, and replacing of the Home and all other improvements situated on the Owner's Lot in a clean, sanitary, neat, safe and orderly condition, including

without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, including gutters, downspouts and skylights.

D. LEASE AND OCCUPANCY

1. Leases

- a) All leases shall be in writing, be approved by the Association, and shall provide that the Association shall have the right to terminate the lease, in the name of and as agent for the lessor, upon default by tenant in observing any of the provisions of the Declarations, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations.
- b) The Association may require an interview of the prospective tenant.
- c) The Owner or lessee requesting the approval shall pay to the Association a fee of \$100.00 to cover the costs of reviewing the lease, examining records and interviewing the tenant.
- d) No lease shall be approved for a term of less than 6 months for Homes (single family houses) or 7 months for Condominium Units.
- e) No Dwelling may be leased more than 2 times in any calendar year unless otherwise approved by the Association in the case of hardship.
- f) Lease restrictions specific to Condominium Units may be different.

EXHIBIT A

FITNESS ROOM RULES AND REGULATIONS

1. Entrance to the Fitness Room is by active fob only. Do not open the doors for others who do not have an active fob.
2. Keep doors and windows closed.
3. Exercise and use the equipment at your own risk.
4. Minors under the age of 18 must be accompanied by a parent or legal guardian. The minor, parent and/or legal guardian must be residents of The Groves HOA.
5. Resident (18 and older) may be accompanied by only one guest at a time.
6. Appropriate workout attire must be worn, including shirts and closed-toe shoes – no swimwear or sandals.
7. Bring and use a sweat towel.
8. Do not throw exercise balls against the mirrors or walls.
9. Do not drop weights on the floor.
10. Wipe off machines and equipment (including weights, weight bars) after use.
11. Turn off TVs, lights, and fans if you are the last to leave.
12. Be courteous to other users. Respect first-come, first-served regarding use of equipment, TVs, fans, and lights.
13. Capacity is 12 persons.

EXHIBIT B
POOL RULES AND REGULATIONS

Rules and regulations for operation and use of the pool set by the Florida Department of Health and Florida Administrative Code are indicated by an asterisk (*). Violation of these rules may result in the pool being closed by the Department of Health and/or the Association.

1. Entrance to the pool area is by active fob only. Do not open the gate for others who do not have an active fob.
2. No lifeguard – swim at your own risk.
3. Minors under the age of 18 must be accompanied by an adult.
4. Residents may be accompanied by only two guests at a time (including children) per house or condo.
5. *Shower before entering the pool.
6. Must wear appropriate swimwear in the pool – no street clothing of any kind.
7. *No diving.
8. *No running or horseplay in or around the pool.
9. *No glass containers within the fenced area.
10. *No food or beverages in the pool or on the pool wet deck.
11. No alcoholic beverages within the fenced area.
12. Food and non-alcoholic beverages (no glass containers) may be consumed at the tables on the covered patio. The tables and patio area must be cleaned and free of food and trash before leaving.
13. *No animals within the fenced area.
14. *Do not swallow the water.
15. *No disposable diapers – must use swim diapers.
16. *Children must be supervised by an adult at all times within the fenced area.
17. Smoking, vaping, or use of tobacco products is not allowed within the fenced area.
18. Use headphones or earbuds – no loud music or media.
19. Bicycles, skateboards, or scooters are not allowed within the fenced area.
20. Return lounge chairs to designated areas after use.
21. Be courteous to other users.
22. Keep the lap lane open for lap swimmers.
23. *Pool hours are dawn to dusk.
24. Specific hours of operation are adjusted by season and posted on Town Sq.
25. *Capacity is 56 persons.

EXHIBIT C

DOG PARK RULES AND REGULATIONS

1. Entrance to the Dog Park is by active fob only. Do not open the gate for others who do not have an active fob.
2. Dogs must wear current Manatee County tags and have a current rabies vaccination.
3. Dogs must be leashed when entering and exiting the park.
4. Aggressive dogs will not be allowed to remain in the park.
5. Dogs must be under voice control at all times (i.e., dogs should come when called by their owners).
6. Dogs' owners must be present with leash and in view of their dog at all times.
7. Dog feces must be picked up and disposed of by owner.
8. Dogs' owners must immediately fill any holes dug by their dog.
9. People food is prohibited inside the park.
10. In all cases, the dogs' owners are responsible for their dogs' actions.
11. Aggressive dogs and dogs in heat are not allowed in the park.
12. Dog Park hours are dawn to dusk.