

Amendments to the Declaration of Covenants Conditions and Restrictions for Mentone Development Owners Association, Inc.

Article IX, Section 1, Paragraph 4. Garages: Each residential unit must be built with either a one or two car enclosed garage. Garage doors must be kept closed except when entering or leaving. Carports are prohibited. To convert a garage into a room, an owner must have Architectural Control Committee approval and must construct a new garage on the Lot to service the residential unit. ~~There must be maintained paved parking space for two cars and landscaping plated in front of the former garage.~~

Article IX, Paragraph 14. Vehicle parking. Subject to the terms of this paragraph, all vehicles of permanent residents shall regularly be kept parked in the garage or on the driveway and not in the street. If the Owner or occupant of a Lot possesses more than two (2) vehicles or if a person is visiting an Owner or occupant, resulting in more than two (2) parked vehicles being associated with that Lot, then as many vehicles as possible must be parked in the garage or on the driveway. In any case, the owner or occupant must park at least two (2) vehicles in the garage or on the driveway before parking a vehicle on the street. Vehicles parked in the street must be kept in a neat and clean condition, must be operational and properly registered and licensed, must be parked in the same direction as the flow of traffic on the street and lane in which the vehicle is parked, and must not interfere with any Owner's, tenant's, invitee's or guest's use of a driveway, sidewalk, right-of-way, or common element. Commercial vehicles may not be routinely parked in the street. Law enforcement vehicles are not to be considered commercial vehicles. Owners and occupants shall ensure these parking restrictions are followed for all vehicles associated with that Owner' or occupant's Lot. The Board may adopt rules and regulations regarding parking on Lots and Common Elements.

Leasing Amendment

Transfer by Lease. The terms of this section are not intended to pertain to conveyances of fee simple title to third parties or sales of a dwelling in the subdivision. Any lease, sublease, contract, or similar disposal of interest shall be void if made in violation of this Section. For the purposes of this Section, all leases, subleases, contracts, or similar disposals of interest shall be referred to as a "lease". The Board may adopt forms and procedures to effectuate the terms of this Section. Unless otherwise specifically noted, the terms of this Section apply to all leases entered into after the date of the recording of the amendment establishing this restriction.

a. Lease Terms No lease term may be for less than twelve (12) months. Leases may provide for renewal terms, but the Owner or other person with an interest in a dwelling must re-apply for approval, as provided by subsection B of this paragraph, prior to the renewal of any lease. All leases must be for the entire home or Lot, no leases are permitted to lease less than all of the improvements constructed on a Lot. All leases and subleases must include a clause or addendum that provides for the tenant(s) to receive copies of all association governing documents and amendments thereto and requires tenant(s) to comply with all applicable Alachua County regulations and the Association's governing documents. The Association may adopt a form that may be used for this purpose.

b. Approval by the Association. The approval of the Board required by this Section shall be obtained in the following manner:

i. Notice. The person intending to make a bona fide lease of the dwelling shall give the Association notice of such intention, together with the name and address of the intended lessee(s) and all other individuals over the age of eighteen (18) that will be occupying the dwelling, and a copy of the proposed lease, including the clause or addendum required by subparagraph (a).

ii. Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring an interest or possession of a dwelling by lease, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, then the Association shall proceed as if it had received the required notice on the date of such disapproval.

iii. Application and Transfer Fee. The Association may charge a fee in connection with the approval of any lease to cover the Association's expenditures and services in regard thereto. The application will not be processed nor a Certificate of Approval issued by the Association until the fee, if any, is paid.

iv. Additional Occupants After Approval. If additional individuals over the age of eighteen (18) wish to occupy the dwelling after the initial approval contemplated by this Section, then notice must be given as provided by subparagraph a and such individuals must undergo the same approval as any new occupant.

c. Certificate of Approval. A certificate of approval shall be given in the following manner: Within ten (10) days after receipt of such notice, information, and payment of the required fee, if any, the Association must either approve or disapprove the proposed transaction. If approved, then the approval shall be stated in a certificate executed by any officer of the Association. If the Association does not approve or disapprove the transaction within the required time frame, then the transaction shall be deemed approved. Lease approvals are effective for one (1) year and must be renewed annually.

d. Disapproval by the Association.

i. Disapproval of Lease. The Board may adopt rules regarding the circumstances justifying the disapproval of a lease. Circumstances justifying the disapproval of a lease may include, but are not limited to, failure of the owner or tenant to comply with the Association's governing documents and failure of the owner or tenant to pay any amounts due to the Association.

ii. Notice of Disapproval. Owner or other person applying for approval shall be advised of the disapproval in writing, the lease shall not be made, and the lessee, sublessee or occupant shall not occupy the dwelling.

e. Initial Waiting Period. No owner may lease a Lot or improvements constructed thereon within the first twelve (12) months that the Owner owns that Lot. This provision shall only apply to Owners that take title to a Lot after the date that this restriction is recorded. An Owner may apply to the Board for a hardship exception to this restriction. The Board may adopt rules regarding the submission and evaluation of hardship applications.

f. Cap on Rentals. At no time shall more than twenty-five percent (25%) of the total Lots in Mentone be leased. All Lots that are leased shall be counted towards this cap, however, only those Owners that take title after the date that this amendment is recorded may be denied lease approval due to the percentage of rentals meeting or exceeding this cap. Any application for the lease of a Lot which exceeds the cap for the number of Lots that may be leased under this provision shall be rejected. Leasing of a Lot when the cap has not been reached shall be on a first come, first serve basis. Until a lease application is approved consistent with the provisions of this Declaration, it shall not count towards the cap. An Owner may apply to the Board for a hardship exception to this restriction. The Board may adopt rules regarding the submission and evaluation of hardship applications.

Garbage and Trash Container Rule

Pursuant to Article IX, Section 1, Paragraph 21, the Board of Directors has adopted the following rule regarding garbage and trash containers:

Garbage and trash containers may be set out in front of a residence for pick-up no earlier than 6:30pm the night before pick-up and must be moved back to the shielded area required by Article IX, Section 1, Paragraph 20 of the Declaration on the day of pickup.