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Becker & Poliakoff
1819 Main Street
Suite 905
Sarasota, FL 34236

May 13, 2024

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED¹

VIA EMAIL: rick@richardscottwaid.com
AND Via U.S. FIRST-CLASS MAIL

The Grove at Beekman Place Association, Inc.
c/o Board of Directors
Attn: Rick Waid, President
4888 Hamlets Grove
Sarasota, FL 34235

Re: Recorded Certificate of Revival and Final Steps

Dear Board of Directors :

Enclosed, please find the **original** recorded Certificate of Revival. This document was recorded with the Sarasota County Clerk of Court on May 2, 2024, at Instrument #2024061193. This document should be stored in a safe place with other Association records.

Pursuant to Section 720.407(4), Florida Statutes, the Association is required to **IMMEDIATELY** mail, or hand deliver a complete copy of the approved recorded documents to the Owners of each affected parcel. Therefore, the Association should mail, or hand deliver a copy of the **enclosed** Certificate and all exhibits to all the Owners in the Association.

¹ This letter and any attachments are a confidential, attorney-client privileged communication. As such, this letter should only be distributed to members of the Board of Directors (or other authorized representatives). In general, it is best to avoid widespread distribution of sensitive legal documents by e-mail, such as forwarding to an entire Board. That is because it is difficult to assure security of e-mails and issues that arise when a person who leaves the Board still has privileged legal information on his/her computer. If this letter is distributed to non-Board Members or non-authorized representatives, or the contents communicated to such persons, a court may rule that the attorney-client privilege has been "waived" which could (and likely will) have a negative impact on the Association's legal position in the event the issues addressed herein are later subject to legal challenge. Only the Board (not any individual) can waive privilege. Further, reading or directly referring to this letter at an open Board meeting would likely waive privilege, and in some cases, even discussing referral of a matter to legal counsel in an open Board meeting could be considered a privilege waiver. Finally, this opinion letter should be permanently deleted from all Board member and other computers after reading, and a hard copy retained in the Association's confidential legal file. Digital versions will be retained amongst the Firm's records for so long as the Association is a client.

The Grove at Beekman Place Association, Inc.
May 13, 2024
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Pursuant to Section 720.407(4), Florida Statutes, with respect to any affected parcels that had ceased to be governed by the previous restrictions as of the recording date, the revived Declaration may not have retroactive effect with respect to the parcel and shall take priority with respect to the parcel as of the recording date.

Should you have any questions regarding the above, please do not hesitate to contact us.

Sincerely,



KEVIN L. EDWARDS

For the Firm

KLE/lv

Enclosure

Prepared by and returned to:

Becker & Poliakoff, P.A.
Kevin L. Edwards, Esquire
1819 Main Street, Suite 905
Sarasota, FL 34236



**CERTIFICATE OF REVIVAL AND EXECUTION OF
DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS AND
AGREEMENTS FOR
THE GROVE AT BEEKMAN PLACE
(FORMERLY KNOWN AS HAMLETS GROVE)**

The undersigned authorities on behalf of THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC., (the "Association") hereby certify that in accordance with the provisions of Section 720.403, *et seq.*, Florida Statutes, that the governing documents for THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC., consisting of:

- Declaration of Restrictions, Limitations, Conditions and Agreements for Hamlets Grove, Articles of Incorporation and Bylaws for Hamlets Grove Association, Inc., Architectural Planning Criteria for the Hamlets Grove, recorded on December 18, 1986, at Official Records Book 1908, Page 1290 *et seq.*;
- The Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2174, Page 2070 *et seq.*;
- Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as The Hamlets Grove Association, Inc.), recorded at Official Records Book 2174, Page 2097 *et seq.*;
- Restated and Amended Architectural Planning Criteria for The Grove at Beekman Place (formerly known as Hamlets Grove), recorded at Official Records Book 2174, Page 2113 *et seq.*;
- The Second Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2255, Page 711 *et seq.*;
- Articles of Amendment to Articles of Incorporation of The Grove at Beekman Place Association, Inc. (formerly known as Hamlets Grove Association, Inc.), recorded at Official Records Book 2255, Page 736 *et seq.*;

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TELEPHONE (941) 366-8826

- Second Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (formerly known as The Hamlets Grove Association, Inc.), recorded at Official Records Book 2255, Page 739 *et seq.*;
- Articles of Amendment to Third Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as The Hamlets Grove Association, Inc.), recorded at Official Records Book 2681, Page 2738 *et seq.*;
- Amendment to Restated & Amended Architectural Planning Criteria for The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2681, Page 2740 *et seq.*;
- Amendment to The Second Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2681, Page 2741 *et seq.*;
- Amendment to Third Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as Hamlets Grove), recorded at Instrument No. 1999131569;
- Amendment to Fourth Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as The Hamlets Grove Association, Inc.), recorded at Instrument No. 2000132543;
- Article of Amendment to Articles of Incorporation and Second Amended and Restated By-Laws of The Grove at Beekman Place (Formerly knowns as The Hamlets Grove Association, Inc.), recorded at Instrument #2006212803;
- Amended and Restated Articles of Incorporation, Declaration of Restrictions and By-Laws of The Grove at Beekman Place Association, Inc., recorded at Instrument #2008045276;
- Article of Amendment to Articles of Incorporation and Amended and Restated By-Laws of The Grove at Beekman Place (Formerly known as The Hamlets Grove Association, Inc.), recorded at Instrument #2011123714;
- Article of Amendment to Amended and Restated Articles of Incorporation, Declaration of Restrictions and By-Laws of The Grove at Beekman Place Association, Inc. (Formerly known as the Hamlets Grove Association), recorded at Instrument #2020100195;

all as recorded in the Public Records of Sarasota County, Florida, and attached hereto as **Exhibit A**, have been revived, as evidenced by the attached approval from the Florida Department of Commerce (“Department”) received on April 4, 2024, attached hereto as **Exhibit B**.

The owner name and legal description of each affected parcel of property is included in **Exhibit A**. A graphic depiction of the property governed by the Previous Declaration and to be governed by the Revived Declaration, is also included in **Exhibit A** and is the property included The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Plat Book 31, Pages 35A-35G of the Public Records of Sarasota County, Florida.

Pursuant to Section 720.407, Florida Statutes, the undersigned President and Secretary of the Association hereby execute this Certificate of Revival and Execution of DECLARATION OF RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS FOR THE GROVE AT BEEKMAN PLACE (FORMERLY KNOWN AS HAMLETS GROVE), approved by the

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TELEPHONE (941) 366-8826

Department.

Accordingly, the revived documents are effective for a period of thirty (30) years from the date of recording of this document for the purpose of the Marketable Record Title Act.

Signed, sealed, and delivered in the presence of:

**THE GROVE AT BEEKMAN PLACE
ASSOCIATION, INC.**

WITNESS:

Laura F. Gaines
Witness #1 Signature

Laura F. Gaines
Witness #1 Printed Name

2033 main St., Suite 500
Sarasota, FL 34237
Witness #1 Address

Natalie G. Coldiron
Witness #2 Signature

Natalie G Coldiron
Witness #2 Printed Name

2033 Main Street, Suite 500
Sarasota, FL 34237
Witness #2 Address

By: [Signature]
Richard Waid, President
4888 Hamlets Grove Dr
Sarasota, FL 34235

Date: 4/29/2024

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of April, 2024, by Richard Waid, as President of **THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced FL drivers license as identification.

(NOTARY SEAL)



Print Name: Natalie G. Coldiron
Commission No.: _____
Commission Expires: _____

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LAW OFFICES
BECKER & POLIAKOFF
1819 MAIN STREET • SUITE 905 • SARASOTA, FL 34236
TELEPHONE (941) 366-8826

WITNESS:

Laura F. Gaines
Witness #1 Signature

Laura F. Gaines
Witness #1 Printed Name

2033 Main St., Suite 500
Sarasota, FL 34237
Witness #1 Address

Natalie G. Coldiron
Witness #2 Signature
Natalie G Coldiron

Witness #2 Printed Name

2033 Main Street, Suite 500
Sarasota, FL 34237
Witness #2 Address

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29th day of April, 2024, by Stephen Carroll, as Secretary of **THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. She/He ☐ is personally known to me or ☒ has produced FL drivers licence as identification.

(NOTARY SEAL)



Stephen Carroll
X By: _____
X Printed Name: STEPHEN CARROLL
Title: Secretary
4888 Hamlets Grove Dr
Sarasota, FL 34235
Date: 4/29/2024

Print Name: Natalie G. Coldiron
Commission No.: _____
Commission Expires: _____

**REVIVED DECLARATION OF RESTRICTIONS, LIMITATIONS,
CONDITIONS AND AGREEMENTS FOR HAMLETS GROVE
(N/K/A THE GROVE AT BEEKMAN PLACE)**

COVER SHEET

The Revived Declaration of Restrictions, Limitations, Conditions and Agreements for Hamlets Grove (n/k/a The Grove at Beekman Place) include the following:

- Declaration of Restrictions, Limitations, Conditions and Agreements for Hamlets Grove, Articles of Incorporation and Bylaws for Hamlets Grove Association, Inc., Architectural Planning Criteria for the Hamlets Grove recorded on December 18, 1986, at Official Records Book 1908, Page 1290 *et seq.*, (“Declaration”), as amended by: The Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2174, Page 2070 *et seq.*; Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as The Hamlets Grove Association, Inc.), recorded at Official Records Book 2174, Page 2097 *et seq.*; Restated and Amended Architectural Planning Criteria for The Grove at Beekman Place (formerly known as Hamlets Grove), recorded at Official Records Book 2174, Page 2113 *et seq.*; The Second Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2255, Page 711 *et seq.*; Articles of Amendment to Articles of Incorporation of The Grove at Beekman Place Association, Inc. (formerly known as Hamlets Grove Association, Inc.), recorded at Official Records Book 2255, page 736 *et seq.*; Second Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as The Hamlets Grove Association, Inc.), recorded at Official Records Book 2255, Page 739 *et seq.*; Articles of Amendment to Third Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as The Hamlets Grove Association, Inc.), recorded at Official Records Book 2681, Page 2738 *et seq.*; Amendment to Restated & Amended Architectural Planning Criteria for The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2681, Page 2740; Amendment to the Second Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place (Formerly known as Hamlets Grove), recorded at Official Records Book 2681, Page 2741; Amendment to Third Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as Hamlets Grove), recorded at Instrument #1999131569; Amendment to Fourth Amended and Restated Bylaws of The Grove at Beekman Place Association, Inc. (Formerly known as The Hamlets Grove Association, Inc.), recorded at Instrument #2000132543; Article of Amendment to Articles of Incorporation and Second Amended and Restated By-Laws of The Grove at Beekman Place (Formerly known as The Hamlets Grove Association, Inc.), recorded at Instrument #2006212803; Amended and Restated Articles of Incorporation, Declaration of Restrictions and By-Laws of The Grove at Beekman Place Association, Inc., recorded at Instrument #2008045276; Article of Amendment to Articles of Incorporation and Amended and Restated By-Laws of The Grove at Beekman Place (Formerly known as The

Hamlets Grove Association, Inc.), recorded at Instrument #2011123714; Article of Amendment to Amended and Restated Articles of Incorporation Declaration of Restrictions and By-Laws of The Grove at Beekman Place Association, Inc. (Formerly known as the Hamlets Grove Association); recorded at Instrument #2020100195; all of the Public Records of Sarasota County Florida (said documents are hereinafter collectively referred to as **both** the “Previous Declaration” and “the Revived Declaration”).

- A list of all parcel owners and the legal descriptions of the parcels, included within the reach of the Revived Declaration and the Previous Declaration.
- A graphic depiction of the property governed by the Previous Declaration and to be governed by the Revived Declaration, which is the property included in the Plat of Hamlets Grove (n/k/a The Grove at Beekman Place), recorded at Plat Book 31, Pages 35, 35A-35G, of the Public Records of Sarasota County, Florida.

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697042

DECLARATION OF
RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS

HAMLETS GROVE

THIS DECLARATION is made and executed this 8th day of December, 1986, by THE WINTHROPE GROUP, INC., a corporation organized and existing under the laws of the State of Florida, and duly authorized to transact business in the State of Florida, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of a large tract of land located in Sarasota County, Florida, commonly known and referred to as "THE HAMLETS", and intends to improve, develop and subdivide said tract of land and thereafter to grant, sell and convey subdivided portions of said lands for various purposes, including residential, recreational and commercial uses, and such other purposes as may be deemed appropriate by Developer, in accordance with an Outline Development Plan heretofore approved by the County of Sarasota in accordance with the County's Planned Unit Development Ordinance, as said Development Plan may be changed and modified by Developer from time to time hereafter; and

WHEREAS, Developer has heretofore adopted a Declaration of Maintenance Covenants relating to the ownership, development, use and management of certain of the Common Areas to be established in "The Hamlets", which Declaration of Maintenance Covenants is recorded in Official Record Book 1710, Page 0975, Public Records of Sarasota County, Florida; and

WHEREAS, simultaneously herewith Developer has platted a portion of said tract of land known as "The Hamlets" into a subdivision known as "Hamlets Grove" and desires to establish protective covenants covering the development, improvement and usage of the lands contained in this subdivision for the benefit and protection of said subdivision, the Developer and the purchasers of lots in this subdivision.

O.R. 1908 PG 1290

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NOW, THEREFORE, Developer does hereby declare that the land hereinafter described in Article II shall be and is hereby bound by the restrictions, limitations, conditions and agreements set forth in these presents and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, which shall constitute covenants running with the title to said land, to-wit:

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

A. "Developer" shall mean and refer to The Winthrop Group, Inc, its successors and assigns.

B. "The Hamlets" shall mean and refer to all of the property commonly known and referred to by such name presently owned by Developer and more particularly described in Exhibit "A" attached hereto and made a part hereof.

C. "Property" shall mean and refer to any lot or other parcel of land located in Hamlets Grove as described in Article II hereof, including all improvements located thereon.

D. "Lot" shall mean and refer to any numbered lot as reflected on the plat of Hamlets Grove as described in Article II hereof, including all improvements located thereon.

E. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities, of the fee simple title to any lot or parcel of land which is a part of the Property.

F. "Covenants" shall mean and refer to the Declaration of Covenants applicable to all of "The Hamlets" as recorded in Official Record Book 1710, Page 0975, Public Records of Sarasota County, Florida.

G. "Common Area" or "The Commons" shall mean and refer to all real property located in "The Hamlets" which has heretofore

O.R. 1908 PG 1291

or which may hereafter be specifically set aside by Developer or deeded to The Hamlets Association for the common use and enjoyment of all property owners in "The Hamlets" as members of The Hamlets Association.

H. "Neighborhood Common Area" shall mean and refer to any and all real Property located within Hamlets Grove which may be set aside by Developer or deeded to The Hamlets Association for the common use and enjoyment of Owners of Property in Hamlets Grove as members of The Hamlets Association.

I. "The Hamlets Association" shall mean and refer to The Hamlets Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing the Common Areas of "The Hamlets" and whose membership shall be comprised of all Owners of Property in "The Hamlets". Copies of the Articles of Incorporation and Bylaws of said corporation are attached to the Declaration of Covenants hereinabove referred to.

J. "Hamlets Grove Association" or "Association" shall mean and refer to Hamlets Grove Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of assuring that all prospective owners of lots in "The Hamlets" are compatible and congenial and, also, for the purpose of enforcing these Restrictions and improving and maintaining any other Neighborhood Common Areas of Hamlets Grove. This document is the Declaration of Restrictions to which the Articles of Incorporation and Bylaws of said Hamlets Grove Association make reference. Copies of the Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively, and made a part hereof.

K. "Public Roads" shall mean and refer to those roads or streets within "The Hamlets" heretofore or hereafter dedicated to the County of Sarasota or other governmental authority and to be maintained at public expense.

L. "Private Roads" shall mean and refer to those roads which are common to "The Hamlets" as a whole and which are available

C.R. 1908 PG 1292

or which may hereafter be specifically set aside by Developer or deeded to The Hamlets Association for the common use and enjoyment of all property owners in "The Hamlets" as members of The Hamlets Association.

H. "Neighborhood Common Area" shall mean and refer to any and all real Property located within Hamlets Grove which may be set aside by Developer or deeded to The Hamlets Association for the common use and enjoyment of Owners of Property in Hamlets Grove as members of The Hamlets Association.

I. "The Hamlets Association" shall mean and refer to The Hamlets Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing the Common Areas of "The Hamlets" and whose membership shall be comprised of all Owners of Property in "The Hamlets". Copies of the Articles of Incorporation and Bylaws of said corporation are attached to the Declaration of Covenants hereinabove referred to.

J. "Hamlets Grove Association" or "Association" shall mean and refer to Hamlets Grove Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of assuring that all prospective owners of lots in "The Hamlets" are compatible and congenial and, also, for the purpose of enforcing these Restrictions and improving and maintaining any other Neighborhood Common Areas of Hamlets Grove. This document is the Declaration of Restrictions to which the Articles of Incorporation and Bylaws of said Hamlets Grove Association make reference. Copies of the Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively, and made a part hereof.

K. "Public Roads" shall mean and refer to those roads or streets within "The Hamlets" heretofore or hereafter dedicated to the County of Sarasota or other governmental authority and to be maintained at public expense.

L. "Private Roads" shall mean and refer to those roads which are common to "The Hamlets" as a whole and which are available

O.R. 1908 PC 1292

for the common use and enjoyment of all Owners in "The Hamlets", which roads are to be maintained by The Hamlets Association.

M. "Limited Private Roads" shall mean and refer to those roads which are common only to a certain limited area of "The Hamlets" (such as a specific subdivision or condominium) and which are available for the common use and enjoyment only of the Owners of Property in such limited area, which road shall be maintained by a neighborhood or condominium association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by Developer and shall henceforth be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Hamlets Grove, as per plat thereof recorded in Plat Book 31, Pages 35-36G, Public Records of Sarasota County, Florida.

Said property is sometimes hereinafter referred to as "this subdivision".

ARTICLE III

REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

This subdivision is an integral part of a larger development known as "The Hamlets". All of "The Hamlets" is being developed as a planned unit development in accordance with an Outline Development Plan heretofore approved by the County of Sarasota in accordance with the County's planned unit development ordinances, as such plan may be changed or modified by Developer from time to time hereafter. In connection with such development, certain land areas, referred to as "Common Areas", will from time to time hereafter be set aside by Developer or deeded to The Hamlets Association as a portion of the required open space of said development and will thereupon become available for the common use or enjoyment of all property owners in "The Hamlets". Said Common Areas may include, by way of illustration and not by way

O.R. 1908 PG 1293

of limitation, private roads, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. These Common Areas will be designated as such either on plats or in other documents which will be recorded from time to time by Developer. In addition, certain land areas, referred to as "Neighborhood Common Areas", may be set aside by Developer in some subdivision or condominium areas or deeded to subdivision or condominium associations as a portion of the required PUD open space and, in such event, will be available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Areas will be designated as such either on plats or in other documents which will be recorded by Developer from time to time.

In order to establish, protect and preserve the quality of this subdivision, all prospective purchasers and Owners of lots in this subdivision shall be required to become members of Hamlets Grove Association and to maintain such membership in good standing. Furthermore, membership of each and every property owner in "The Hamlets" in The Hamlets Association is hereby stated and recognized to be a necessary and essential part of the orderly development of "The Hamlets" as a planned unit development. Therefore, all prospective purchasers and Owners of lots in this subdivision shall be required to become members of The Hamlets Association and to maintain such membership in good standing.

The purpose and objective of each of said associations is as follows:

A. Hamlets Grove Association. The primary purpose of this association is to insure to all property owners and other members of said corporation that the property in this subdivision shall at all times be occupied by a colony of compatible and congenial persons and, in addition, to insure such grantees and owners of property in this subdivision of a continuing and concerted program for maintenance and management of the properties in this

O.R. 1008 PG 1294

subdivision, including enforcement of these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; provided, however, that this restriction shall not be construed or applied so as to preclude anyone from membership in said Association based upon race, color, creed or nation origin.

B. The Hamlets Association. The purpose of this association is to own, improve, maintain and manage the common areas of "The Hamlets" in accordance with said corporation's Charter, Bylaws, the Covenants recorded in Official Record Book 1710, Page 0975, Public Records of Sarasota County, Florida, and in accordance with any and all applicable ordinances of the County of Sarasota regulating planned unit developments.

C. Right of Assessment. Each of the aforesaid associations shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the property in this subdivision.

D. Transfer Fee. Hamlets Grove Association shall have the right to charge a reasonable fee to any seller for transfer of new owner information relative to bookkeeping purposes.

ARTICLE IV

ARCHITECTURAL CONTROL

1. Necessity of Architectural Review and Approval. No original improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy devise, decorative building, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association within five (5) working days. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and

O.R. 1908 PG 1295

topography and as to conformance with the architectural planning criteria of the Association, a copy of which is attached hereto as Exhibit "D", as the same may be amended from time to time hereafter.

2. Architectural Review Board. The architectural review and control functions of the Hamlets Grove Association (hereinafter referred to as the "Association") shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of no less than three (3) nor more than seven (7) members, who need not be members of the Association. The Developer shall have the right to appoint (and, at its discretion, to replace) all of the members of the ARB, or such lesser number as it may choose, until such time as Developer, in its sole discretion, assigns such right to Association, regardless of Developer's ownership of any property in this subdivision. Members of the ARB as to whom Developer may have relinquished the right of appointment, and all members of the ARB after Developer assigns such right to Association, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors of the Association; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

3. Powers and Duties of the ARB. The Architectural Review Board shall have the following powers and duties:

(a) Modification of Architectural Planning Criteria.

To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the

O.R. 1908 PG 1296

Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the architectural planning criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(b) Submission of Plans. To require submission to the ARB of two (2) complete sets of construction plans and specifications for all improvements and structures of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement, the construction or placement of which is proposed upon any lot in this subdivision. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by the ARB, the owner of such lot shall also furnish a drainage plan for his lot. The ARB may also require submission of samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria. In order to facilitate the preparation and ultimate approval of construction plans, any Property Owner may submit preliminary drawings or other writings prior to the preparation and submission of the final working drawings and specifications.

C.R. 1908 PA 129

and the ARB agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

(c) Approval of Plans. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in this subdivision, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. Upon final approval of an owner's plans either as originally submitted or as subsequently modified in accordance with the recommendations of the ARB, one set of such plans shall be marked "approved" and returned to the owner and one set shall be retained in the permanent files of the ARB.

(d) Fees. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

(e) Failure to Approve. Should the Association fail to either approve or disapprove the plans and specifications submitted to it by the Owner of a lot or lots within this subdivision within five(5) days after written request therefor, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the other covenants or restrictions herein contained.

4. Time Limitation on Completion of Construction. All construction shall be completed within nine (9) months of the commencement date of construction. No occupancy of such premises shall be permitted until a certificate of occupancy is issued by the County of Sarasota.

ARTICLE V
RESTRICTIONS

1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose; provided, however, that this restriction shall not be deemed to apply to Common Areas or to Neighborhood Common Areas. No business or commercial building may be erected on any lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any lot without prior ARB approval thereof as elsewhere herein provided. Notwithstanding the foregoing, Developer shall have the right from time to time to construct model homes in this subdivision and also to erect and maintain temporary sales offices in this subdivision.

2. No Trailers or Temporary Buildings. No tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the written consent of the Developer.

3. Garages Required. No house shall be constructed on any lot without provision for a garage or carport adequate to house at least two large sized American automobiles; provided, however, that the ARB shall approve carports only in those situations where construction of a garage is deemed impracticable. All garages must have doors that are to be maintained in a useful, working condition. Except when a garage is in actual use, garage doors must be kept closed.

4. Antenna. No aerial or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building in this subdivision.

5. Boats and Motor Vehicles. No boats, campers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and motorcycles shall be placed, parked or stored upon any lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any lot, except for

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minor emergency repairs or where such repairs are made within a building where such vehicle is totally screened from public view.

6. Landscaping. Sodding will be required on all front and side yards. Seeding and/or sprigging will be permitted in rear yards. On corner lots, sodding will be required on the front and sides.

7. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARB.

8. Screening of Air Conditioner Compressors, Garbage Containers and Clothes Drying Areas. All garbage or trash containers must be located under ground or placed within screened or walled-in areas so that they shall not be visible from adjoining streets, lots or waterways. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, except upon being adequately screened from public view and approved by the ARB. Air conditioner compressors shall be similarly screened from view and buffered by wall or shrubbery so as to reduce the noise level resulting from operation thereof.

9. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

(a) Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet, shall be kept on any lot.

(b) Trades. No manufacturing, trade, business, commerce, industry, profession, or any other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon.

(c) Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to

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remain anywhere thereon. The owners of the lots in this subdivision shall be responsible for the maintenance of parkways located between their respective lot lines and the streets upon which said lots face. All owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

(d) Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including walls, fences, screen enclosures, and so forth, in good and safe condition and repair of any damage, decay or evidence of wear and tear on the exterior of any building shall be made promptly.

(e) Boarding up Homes. Houses may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

(f) Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his residence, lot or other improvements situate on said lot, in full compliance with these restrictions, Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises and such entry by Association and its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said Owner to the Association within thirty (30) days after submission of a bill therefor.

(g) Lien Rights of Association. In the event of Owner's failure or refusal to pay such expense, Association shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Sarasota County, Florida and a copy thereof mailed to such Owner at his last known mailing address. If such lien is not paid within ten (10) days after the filing thereof, Association shall have the right to foreclose the same in the same manner as a mortgage or mechanics lien foreclo-

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sure or in such other manner as may be permitted by law. In addition to recovery of such expenses, Association shall be entitled to recover from the Owner of said Property all costs, including reasonable attorney's fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien.

(h) Resolution of Disputes. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of Association, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

10. Signs. No sign or any kind shall be displayed to the public view on any lot except for the following:

A. The exclusive sales agent for the original builder of a single-family residence on any lot may place one professional sign advertising the property for sale.

B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs, except that a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the homeowner or his designated representative is in attendance and said house is actually open for inspection by the public.

C. During the course of construction if improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued.

11. Setback Line. No dwelling, building or any other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and so forth), shall be erected or placed upon any part of a lot so that any portion of said dwelling, building or structure (including eaves or overhangs) exceeds the Sarasota County setback requirements unless stated otherwise in these documents. Where lots have curved property lines, then the aforesaid setback distances shall be measured at right angles with tangents to the curve from one lot corner to the other. All other setbacks shall be measured at right angles to the property line.

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12. Exceptions to Setback Restrictions. Terraces, patios, walls, fences, low platforms or steps, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction shall not interfere with the exposure or view or reasonable privacy of adjoining or facing properties, upon approval by the ARB. No structure, wall, fence or hedge between two (2) and six (6) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any lot within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of the restrictions in Section 11 of this Article V.

ARTICLE VI

UTILITY AND DRAINAGE EASEMENTS

Developer hereby reserves, for itself, its successors or assigns, a ten (10) foot easement along the rear of each lot for utility purposes, and an easement ten (10) feet in width (five (5) feet on either side) along the front and side lines of each lot for drainage and public utility purposes. Developer reserves the right to assign, in whole or in part, any and all of such reserved easement rights for such purposes as may be deemed necessary or desirable for the servicing of said lands. Any walls, fences, paving, planting or other improvements constructed, placed or planted on the property over which the easement lies may be removed, if required for utility installation or maintenance purposes, by the Developer, or its assigns, at the expense of the Owner of any such lot and Developer shall not be required to replace the same. Where a single residence is located on more than one lot, or portions of several lots, then the aforementioned side lot line easement shall not be located along the side lines of each lot as platted, but, in lieu thereof, shall be located along the side lines of the lots or portions of lots combined for a building site.

ARTICLE VII

COMMON AREAS AND NEIGHBORHOOD COMMON AREAS

EXEMPTED FROM RESTRICTIONS

Notwithstanding anything to the contrary herein set forth, the Common areas of "The Hamlets" and the Neighborhood Common Areas of this subdivision, if any, are not subject to the terms and conditions of this Declaration. Developer reserves the right to transfer at any time and from time to time, all or any part of the Common Areas either to the County of Sarasota or to The Hamlets Association and to transfer the Neighborhood Common Areas, if any, to Hamlets Grove Association. Developer further reserves the right in the making of such transfers to place such restrictions, limitations and covenants of usage thereon as it may deem appropriate, and said Associations shall be obligated to accept the title thereto subject to such restrictions.

ARTICLE VIII

USAGE OF PRIVATE ROADS AND COMMON AREAS

1. Private Roads. On the plat of this subdivision, Developer granted to all property owners in this subdivision the nonexclusive and perpetual right of ingress and egress over and across the private roads reflected on said plat; reserving, however, the right to grant similar rights of ingress and egress over and across said private roads to the public and to property owners in future sections of "The Hamlets" as the same is hereafter developed. Such grant shall be deemed to include the right of use of said roads not only by each property owner but also their respective guests, invitees and domestic help, delivery, pickup and sanitation services, representatives of utilities servicing said property, United States mail carriers, representatives of fire departments, police departments, and other necessary municipal, county, special district, state or federal agencies, holders of mortgage liens on said property and such other similar persons as Developer or any owner or lessee of property in this subdivision may from time to time designate.

C.R. 1908 PG 1304

This right of ingress and egress shall be appurtenant to and shall pass with the title to each lot in this subdivision as the same may be conveyed from time to time without necessity of specific reference thereto.

All common areas such as roads and internal lakes shall be owned by the Hamlets Grove Association, Inc., who shall provide for their perpetual maintenance from maintenance fees assessments provided for in Article IX of this Declaration of Restrictions, Limitations, Conditions, and Agreements. Included in such maintenance shall be any amount taxed by any governmental subdivision or property taxes for said land.

ARTICLE IX

MAINTENANCE AND OPERATION ASSESSMENTS

In addition to the specific rights of assessment of members of the Association as hereinabove set forth, Association shall also have the right to assess the owners of lots in this subdivision such amounts as may be deemed appropriate by the Association's Board of Directors for the management and operation of said Association and for the general purposes and objectives of said Association as set forth herein and in the Articles of Incorporation and Bylaws of said Association. Such assessments shall be on the basis of one ninety-eighth (1/98) per platted lot in this subdivision. In the event a lot is subdivided between two owners, then the assessment of such lot shall be prorated on the basis either of square footage or roadway lineal footage whichever is deemed most equitable by the Association's Board of Directors. Procedures for the adoption of an annual budget, mailing of assessment notices and collection of such assessments shall be as set forth in the Articles of Incorporation and Bylaws of the Association. If the aforementioned assessment is not paid when due, Association shall have the right either to bring suit against the delinquent owner or to file a lien against such owner's lot or lots, or both, and said lien may be enforced as hereinabove provided in Paragraph 10(g) of Article VII.

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ARTICLE X

RESUBDIVIDING

No lot or contiguous group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of this subdivision for the same area. A residential site may consist of one (1) or more lots; all of one lot; one lot and a part of a contiguous lot or lots; or any other combination of contiguous parts of lots which shall form one plot of land suitable for use as a site for a residence, but no site which changes the lot, as originally platted, shall have a front or rear dimension of less than is contained in the smaller adjoining lot shown on the original plat of this subdivision. In the event of the division or subdivision of any lot, as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot shall be and become proportionately attributable and chargeable to the contiguous lot, and the owner thereof, to and with which all or portions of the divided or subdivided lot become consolidated. In the event that more than one lot is developed as a building site, the provisions of these covenants and restrictions shall apply thereto as to a single lot (except as to assessments). No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted lot according to the recorded plan of this subdivision.

ARTICLE XI

MODIFICATION AND AMENDMENT

Developer hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of the grantees of other lots or adjoining or adjacent property) to modify those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, right of first refusal, mortgage redemption privileges, building

C.R. 1908 PS 1306

plans, signs, architectural committee, maintenance of parkways, screening of garbage receptacles, clothes lines and air conditioner compressors, and any such deviation or variance shall be evidenced by agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in this subdivision, and the same shall remain fully enforceable as to all other lots located in this subdivision, by the Developer, its successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted. Developer reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this subdivision.

ARTICLE XII

ASSIGNMENT BY DEVELOPER

Developer may assign any and all of its rights, title, interest, powers, duties, obligations and privileges reserved hereunder to The Hamlets Association, Hamlets Grove Association, or to any other corporation, association or person.

ARTICLE XVI

GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with the title to the Property, and shall inure to the benefit of and be enforceable in accordance with its terms by the Developer, the Association or the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots in this subdivision has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

2. Notice. Any notice required to be sent to any member or Owner under the terms and provisions of this Declaration shall be

C. 1908 PG 1307

deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Developer, Hamlets Grove Association, or any owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall include reasonable attorney's fees incurred by Developer or the Association in seeking such enforcement.

4. Severability. Invalidation of any one of these covenants and restrictions by Stipulation, Agreement, Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

5. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of the membership; provided, however, that so long as Developer is the owner of any lot or property affected by this Declaration, no amendment will be effective without Developer's express written joinder and consent.

6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

G. S. 1308 PS 1308

IN WITNESS WHEREOF, the Developer has caused these presents to be executed by its undersigned duly authorized officers, the day and year first above written.

THE WINTHROPE GROUP, INC.

By Jerry A. Reed
As its President

ATTEST:

(Corporate Seal)

By Jerry A. Reed
As its Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jerry A. Reed and Jerry A. Reed to me known to be the persons described as President and Secretary respectively of THE WINTHROPE GROUP, INC. in and who executed the foregoing instrument, and they acknowledged before me that they executed it in the name of and for that corporation, affixing its corporate seal, and that they were duly authorized by that corporation to do so.

WITNESS my hand, and official seal in the County and State named above, this 8th day of December, 1986.

Philip D. Borne
Notary Public

My Commission Expires: April 21, 1989

APPROVAL BY HAMLETS GROVE ASSOCIATION, INC.

HAMLETS GROVE ASSOCIATION, INC., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Declaration of Restrictions for Hamlets Grove, and said Association agrees to exert its best efforts to accomplish the objectives and purposes of these Restrictions and thereby to progress the plan of development and maintain the amenities afforded to the Owners of Property in Hamlets Grove. Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws and under the foregoing Declaration of Restrictions and to levy an assessment against the Property Owners in Hamlets Grove, pursuant to the formula set forth in these Restrictions, which will be sufficient to accomplish the purposes and objectives of the Association

Association further agrees to accept title to the Neighborhood Common Areas of Hamlets Grove, if any, as determined by and transferred to it from time to time by Developer, subject to such easements, reservations, restrictions and limitations upon usage as Developer deems appropriate, and thereafter to maintain said Neighborhood Common Areas for the benefit of the Property Owners in Hamlets Grove, to use the same as prescribed or limited, and to pay all taxes which may subsequently become due and owing thereon.

Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by Developer, whether such duties be established under the Resolution adopted by the County of Sarasota approving development of "The Hamlets" as a planned unit development, the ordinances of the County relative to planned unit development, or such other duties as may be appropriately assigned under the aforesaid restrictions.

HAMLETS GROVE ASSOCIATION, INC.

By Jerry A. Reed
As President

ATTEST:
(Corporate Seal)

By Shirley Bone
As Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Jerry A. Reed and Shirley Bone, who are the President and Secretary, respectively, of HAMLETS GROVE ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the foregoing document in the name of and on behalf of said corporation as such officers for the purposes therein set forth.

Witness my hand and official seal in the County and State aforesaid, this 8th day of DECEMBER, 1986.

Viola D. Hander
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires April 16, 1988
Renewed thru Tray Felt - Mustang, Inc.

6:DEC.HAMGR/7
6:DEC.HAMCP

Prepared by: THEODORE PARKER, ESQUIRE
CRABTREE SANCHEZ PARKER & INGRAM, P.A.
100 South Washington Boulevard
Sarasota FL 33577

O.K. 1986 PG 1310

13.00
5300

ARTICLES OF INCORPORATION

OF

HAMLETS GROVE ASSOCIATION, INC.

(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, do hereby associate ourselves together with a corporation for the purposes and with the powers hereinafter set forth and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be:

HAMLETS GROVE ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association".

ARTICLE II

PURPOSES

The general nature, objects, and purposes of the Association will be:

A. To promote the health, safety, and social welfare of the owners of property located within that portion of "The Hamlets" known and referred to as "Hamlets Grove," as per plat thereof recorded in Plat Book 31, Pages 35, 356, and X, Public Records of Sarasota County, Florida.

B. To maintain and replace landscaping and to maintain and repair sidewalks and bicycle paths, structures and other improvements, if any, located in the Neighborhood Common Areas of Hamlets Grove, for which the obligation to maintain and repair has been delegated to the Association by The Winthrop Group, Inc., as Developer of said subdivision.

C. To supervise and control the specifications, architecture, design, appearance, elevation, and location of all buildings, structures, and improvements of any type, including

J.R. 1908 P. 1.1

houses, walls, fences, swimming pools, antenna, water and sewer lines, grading, drainage, disposal systems, and all other structures constructed, placed, or permitted to remain in Hamlets Grove, as well as the alteration, improvement, addition, or changes thereof, including the landscaping surrounding the same.

D. To provide such services as may be deemed necessary or desirable by the Board of Directors of Association and to acquire the capital improvements and equipment related thereto.

E. To purchase, acquire, replace, improve, maintain, and repair such buildings, structures, and equipment related to the health, safety and social welfare of the members of the Association, as the Board of Directors of Association, in its discretion, determines to be necessary or desirable.

F. To carry out all of the duties and obligations assigned to it as a neighborhood property owner's association under the terms of the Declaration of Restrictions applicable to Hamlets Grove, or the Declaration of Maintenance Covenants applicable to "The Hamlets", a planned unit development.

G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

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B. To establish a budget and to fix assessments to be levied against all property located in "Hamlets Grove" which is subject to assessment pursuant to the Declaration of Restrictions applicable to the subdivision for the purpose of defraying expenses and costs of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

C. To place liens against any property in "Hamlets Grove" for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

E. To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate power or powers of the Association where such is deemed to be in its best interest by its Board of Directors.

G. To charge recipients for services rendered by the Association and to charge the user for use of Association property where such is deemed appropriate by its Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, and the terms and provisions of the aforesaid Declaration of Restrictions applicable to Hamlets Grove.

J. In general, to have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

K. All common areas such as roads and internal lakes shall be owned by the Hamlets Grove Association, Inc., who shall provide for their perpetual maintenance from maintenance fees assessments provided for in Article IX of the Declaration of Restrictions, Limitations, Conditions, and Agreements. Included in such maintenance shall be any amount taxed by any governmental subdivision or property taxes for said land.

ARTICLE IV

MEMBERS

The membership of this Association shall consist of all of the owners of property located in "Hamlets Grove" as described in Paragraph A of Article II hereof, and all such property owners shall be members of the Association. There shall be three classes of such members, as follows:

1. Class A Members. Class A members shall be all property owners in Hamlets Grove, other than the Class B member. Owners of such property shall automatically become Class A members upon purchase of property in Hamlets Grove. Applicants for membership shall be of good moral character and shall otherwise fully comply with such other qualifications as may be prescribed in the Bylaws of the Association or in Rules and Regulations adopted by the Board of Directors.

2. Class B Members. Class B members shall be The Winthrop Group, Inc., a Florida corporation, as developer of Hamlets Grove, (herein referred to as "Developer"), or its successors, designee or assignee, if such membership is specifically assigned.

3. Class C Members. Class C members shall be tenants in occupancy of homes owned by Class A members. All prospective tenants of such property owners in Hamlets Grove shall be required to apply and qualify for membership in Association in

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the same manner as Class A members. However, Class C members shall be non-voting members of Association and shall not be entitled to serve on the Association's Board of Directors.

The membership of any Class A member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's property, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more parcels of property in Hamlets Grove, so long as such member owns one lot. The membership of Class C member in the Association shall automatically terminate upon termination of his lease of property in Hamlets Grove. The membership of the Class B member in the Association shall continue until such time as said member, in its sole discretion, submits its resignation as such Class B member or, in lieu thereof, elects to become a Class A member while it still owns property in Hamlets Grove.

The interest of a member in funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the property which is the basis of his membership in the Association.

The words "owner" and "property" are used herein with the same definition and meaning as given to such words in the aforesaid Declaration of Restrictions for Hamlets Grove.

ARTICLE V

VOTING

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each lot in which he holds a fee simple ownership. When more than one person holds such interest in any one lot, all such persons shall be members of the Association, but the total vote of such co-owners shall be the same as if said lot was in single ownership, and, further, such vote shall not be divided between or among such co-owners, but shall be cast as a unit vote by one of such co-owners in the manner provided in the Bylaws. Any member

O.R. 1909 PG 1

holding title to a fractional portion of a lot shall not be entitled to a fractional vote therefor. Except where otherwise required under the provisions of these Articles, the Declaration of Restrictions for Hamlets Grove, the Declaration of Maintenance Covenants for "The Hamlets", or by law, the affirmative vote of the owners of a majority of lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer, The Winthrop Group, Inc., shall have the right to appoint a majority of the Board of Directors of Association as long as it owns at least one lot in Hamlets Grove.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five directors. So long as developer shall have the right to appoint a majority of the Board of Directors under the provisions of Paragraph B of Article V, such appointed directors need not be members of the Association and need not be residents of the State of Florida. Thereafter, all directors shall be members of the Association and residents of the State of Florida. There shall be three directors appointed by the Class B member and two directors elected by the Class A members so long as the Class B member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors, the term of office of the elected director receiving the highest plurality of votes shall be established at two years and the term of office of the other elected director shall be established at one year. In addition, the Class B member shall appoint two directors to serve for terms of two years and one director to serve for a term of one year. Thereafter, as many directors shall be elected and appointed, as the case may be, as there are regular terms of office of directors expiring at such time, and the term of the directors so elected or appointed at

O.R. 1908 PG 1316

each annual election after the first election shall be for two years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause either (a) if appointed by Class B member, then at any time the Class B member may determine; or (b) if elected by the Class A members, then upon the affirmative vote of a majority of such members. In no event, however, can a Board member appointed by the Class B member be removed except by action of the Class B member, nor can a board member elected by the Class A members be removed except by action of the Class A members. Any director appointed by the Class C member shall serve at the pleasure of the Class B member and may be removed from office, and a successor director appointed to fill his remaining term, at any time by the Class B member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1986, and until their successors are elected or appointed in accordance with the provisions of Paragraph A above, are as follows:

1. Jerry A. Reed, President/Treasurer
P. O. Box 49495
Sarasota FL 33578
5. Stuart Borne, Secretary
100 South Washington Boulevard
Sarasota FL 33577

ARTICLE VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of

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the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one year in accordance with the procedure set forth in the Bylaws.

B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors to be held in the year 1985, and until their successors are duly elected and qualified, are as follows:

President - Jerry A. Reed

Secretary - Stuart Borne

Treasurer - Jerry A. Reed

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by the Directors in the manner provided by such Bylaws.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors; provided, however, that no amendment affecting the rights of The Winthrop Group, Inc., a Florida corporation, or its successor or assigns, as developer of Hamlets Grove shall be effective without the prior written consent of said The Winthrop Group, Inc., or its successor or assigns, as developer.

ARTICLE XI

REGISTERED OFFICE

The registered office of the corporation shall be located at 1811 Main Street, Suite A, Sarasota, Sarasota County, Florida, but the corporation may maintain offices and transact business in

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such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable property in Hamlets Grove, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget in respect of expenditures.

ARTICLE XIII

ASSESSMENTS

Association will obtain funds with which to operate by means of annual dues and/or by assessment of its members in accordance with the provisions of the Declaration of Restrictions for Hamlets Grove, as the same may be supplemented by the provisions of these Articles and Bylaws of the Association relating thereto. In order to enforce collection of said dues and assessments, Association shall have the power to place liens against property in Hamlets Grove and to enforce the same in the manner prescribed in the Bylaws of the Association and in the aforementioned Declaration of Restrictions.

ARTICLE XIV

SUBSCRIBERS

The names and residence addresses of the subscribers of these Articles are as follows:

1. Jerry A. Read
P. O. Box 49495
Sarasota FL 33578
2. Stuart Borne
100 South Washington Boulevard
Sarasota, FL 33577

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ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not

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be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under the applicable law.

ARTICLE XVI

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or

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their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XVII

DISSOLUTION OF THE ASSOCIATION

A. The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Section 617.05, Florida Statutes, or statute of similar import.

B. Upon dissolution of the Association, all of its assets remaining after making provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Class B member (or its predecessor in interest) shall be returned to the Class B member (whether or not a Class B member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(3) Remaining assets shall be distributed among the members, each member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member

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at that time, and the denominator of which is the total amount assessed by the Association against all properties which at the time of dissolution are part of Hamlets Grove. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

IN WITNESS WHEREOF, the aforesaid subscribers have hereunto set their hands and seals this 9th day of December, 1986.

Jerry A. Reed
Jerry A. Reed
Stuart Borne
Stuart Borne

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 8th day of December, 1986, before me, the undersigned authority, personally appeared Jerry A. Reed, and Stuart Borne, to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Sarasota, said County and State, the date aforesaid.

W. K. P. P.
Notary Public

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 7, 1990
Qualified Three Year Firms - Inactive Not.

6:ART.HAMGR/3
6:ART.HAMCP



O.R. 1908 PG 1323

BYLAWS

of

HAMLETS GROVE ASSOCIATION, INC.

Hamlets Grove Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as "Association", does hereby adopt the following as its Bylaws.

ARTICLE I

IDENTITY AND DEFINITIONS

Association has been organized for the purpose of enforcing the Declaration of Restrictions hereinafter referred to, preserving and enhancing the natural beauty of the properties in this subdivision, and promoting the health, safety and welfare of the owners of property located within the portion of "The Hamlets" known and referred to as "Hamlets Grove". The terms and provisions of these Bylaws are expressly made subject to the terms, provisions, conditions and authorizations contained in the Declaration of Restrictions, Limitations, Conditions and Agreements for Hamlets Grove (hereinafter referred to as "Declaration of Restrictions"), executed by The Winthrop Group, Inc. (hereinafter referred to as "Developer"), which will hereafter be recorded in the Public Records of Sarasota County, Florida.

All words and terms used herein which are defined in the aforesaid Declaration of Restrictions for Hamlets Grove shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 1811 Main Street, Suite A, Sarasota, Florida, or at such other place as may be established by resolution of the Board of Directors of the Association.

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ARTICLE III

MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in Articles IV and V of the Association's Article of Incorporation.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing more than fifty percent (50%) of the total votes of the Association as determined in the manner set forth in Articles IV and V of the Association's Articles of Incorporation.

3. Where a lot in this subdivision is owned by more than one person or by a corporation, partnership or other entity, the vote of the owner or owners shall be cast by the person named in a certificate signed by all of the individual owners of such lot or by appropriate officials of any other legal owner. Such certificate shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate. If such a certificate is not on file with the Association's Secretary, then the vote of any such owner or owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

5. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the aforesaid Declaration of Restrictions or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half (1/2) of the total votes of the Association represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

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6. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws or the Articles of Incorporation aforesaid Declaration of Restrictions to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual meeting of the membership of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, at 10:00 A.M. Eastern Standard Time on the third Tuesday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half (1/2) of the total votes of the Association as determined in the manner set forth in Articles IV and V of the Articles of Incorporation.

3. Notice of all members meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association designated by the Board of Directors, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than

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thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, a receipt of such notice shall be signed by the member indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed equivalent to the giving of such notice to such member.

4. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the aforesaid Declaration of Restrictions the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the membership shall select a chairman.

6. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- A. Calling of the roll and certifying of proxies;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes;
- D. Reports of officers;

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- E. Reports of committees;
- F. Appointment by the President of inspectors of election;
- G. Election of directors;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the nominating committee (whose recommendations shall not be binding upon the Board); except that the Class B member, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Directors appointed by the Class B member. A director appointed to fill a vacancy, whether by the Board or by the Class B member, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE VI

ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

1. Nominations for election of Board members shall be made by the Nominating Committee.

2. The Class B member shall, at least thirty (30) days prior to the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the

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Directors the Class B member is appointing to the Board of Directors. Within the same period of time, the Nominating Committee shall notify the Secretary of the names of the candidates nominated by it for election to the Board of Directors. The Secretary shall, within ten (10) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Class A members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A members or by one-third (1/3) of the Class A membership, whichever is smaller. Only Class A members of the Association may be nominated to serve on its Board of Directors. Nominations and notification of the vacancies being filled by the Class B member shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A members and (b) set forth the names of those nominated by the Nominating Committee or by petition for such vacancies and the names of those appointed to the Board by the Class B member. Such ballots shall be prepared and mailed by the Secretary to the Class A members at least ten (10) days in advance of the date set forth therein for a return.

5. The total number of votes which are allocated to each Class A member, as determined under the provisions of the Articles of Incorporation and these Bylaws, may be cast for each vacancy shown on the ballot. Cumulative voting shall not be permitted.

6. The completed ballots shall be returned to the Secretary at the principal office of the corporation, or at such other

address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of the ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of votes cast by each Class A member corresponds to the number of votes allowed to each such member; and

(b) establish that the signature of the member is genuine.

7. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall take office as of the date of the first meeting of the Board of Directors following the meeting of members at which they were elected.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

(a) To call meetings of the members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

(d) To adopt, promulgate and enforce rules and regulations governing the use of any Neighborhood Common Area or any

portion thereof in Hamlets Grove, and, also, governing the personal conduct of the members and their guests thereon, including levying reasonable admission charges if deemed appropriate.

(e) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration of Restrictions for Hamlets Grove or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration of Restrictions, Articles of Incorporation of the Association and these Bylaws at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and

(3) To send written notice of each assessment to every member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(e) To make payment of all ad valorem taxes assessed against Association property, real or personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

(g) To enforce by appropriate legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the aforesaid Declaration of Restrictions, and any and all applicable laws and regulations.

ARTICLE VIII

MEETINGS OF DIRECTORS

1. The organizational meeting of a newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within twenty (20) days of their election at such time and at such place as shall be fixed by the Directors at the annual meeting of members at which they were elected.

2. Regular meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting, unless such notice is waived.

5. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice provided that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof.

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All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

ARTICLE IX

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier resignation or removal.

3. In order to carry out the provisions for representative voting as established under the Articles of Incorporation and Bylaws of The Hamlets Association, Inc., of which organization each member of this Association is also a member, the Board of Directors shall annually appoint one of the officers of the Association to serve as voting delegate and to represent the members of this Association at any and all meetings of members of The Hamlets Association, Inc.

4. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

5. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

6. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board

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of Directors are carried out and shall sign all notes, leases, mortgages, deeds and all other written instruments. The President may, but need not, be a required signatory on checks of the Association.

7. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

8. The Secretary shall be the ex-officio Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or any Assistant Secretary shall sign all certificates or membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the members of the Association together with each member's current address as registered by such member.

9. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

10. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year in accordance with the provisions of Paragraph 5 of Article XII hereof. He or his appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same, together with the report of the certified public accountant, shall be available for inspection upon reasonable request of a member.

11. The salaries, if any, of the officers and assistant officers of the Association shall be determined from time to time by the Board of Directors.

ARTICLE X
COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (The "ARB")

Unless otherwise provided herein, each committee shall consist of a chairman and two or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until the succeeding committee members have been appointed.

2. The Nominating Committee shall have the duties and functions described in these Bylaws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in Hamlets Grove, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

4. The ARB shall be appointed by the Class B member and shall have the duties and functions described in the Declaration of Restrictions for Hamlets Grove. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

5. The Board of Directors may appoint such other committees from time to time as it deems desirable.

6. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the

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Nominating Committee or the ARB) shall have the power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties, and functions.

7. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association which is further concerned with the matter presented.

ARTICLE XI

ASSESSMENTS

Association shall have the right to obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Restrictions applicable to Hamlets Grove, and its Articles of Incorporation and these Bylaws. Assessments not paid when due shall bear interest from date when due until paid at the rate set forth in said Declaration of Restrictions and shall also result in the suspension of voting privileges during any period of such non-payment. The method of assessment and the manner of enforcing collection thereof shall be as set forth in said Declaration of Restrictions.

ARTICLE XII

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in the aforesaid Declaration of Restrictions and Articles of Incorporation, shall be supplemented by the following provisions:

1. The annual maintenance assessment roll, hereinafter called "assessment roll", shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot or portion of a lot (herein referred to as a "parcel") subject to the annual maintenance assessment as set forth in said Declaration of Restrictions. Where a lot has

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been divided between two abutting lot owners (parcel owners) then such assessment roll shall contain appropriate information reflecting the method adopted by the Association Board of Directors for prorating the assessment of such divided lot between the two owners thereof. Such account shall designate the name and address of the owner or owners of such lot or parcel the amount of the annual maintenance assessment against the lot or parcel, the dates and amounts in which such assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. The Fiscal year of the Association shall be the calendar year. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and which shall include, but not be limited to, the following items:

(a) Common expense budget, which shall include provision for the accomplishment of those duties and objectives contemplated by the aforesaid Declaration of Restrictions and by the Association's Articles of Incorporation and these Bylaws.

(b) Proposed annual maintenance assessment against each individual lot or parcel subject to the annual maintenance assessment as set forth in the Declaration of Restrictions.

Copies of the proposed budget and proposed annual maintenance assessments shall be transmitted to each member on or before December 15th of the year preceding that for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be

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insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

3. Notices of the annual maintenance assessment applicable to each individual lot or parcel subject to the lien of the annual maintenance assessment as set forth in the Declaration of Restrictions, together with a copy of the common expense budget, shall be transmitted to each member on or before February 1st of the year for which the budget is made, and such assessment shall be due and payable on or before March 1st of that year and shall become delinquent after such date.

4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

5. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be available in the Association offices for review by each member not later than April 1st of the year following the year for which the report is made.

6. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and be a common expense of the Association.

ARTICLE XIII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

O.R. 1908 PG 1338

ARTICLE XIV
OFFICIAL SEAL

The Association shall have an official seal which shall be in circular form bearing the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

An impression of such official seal is set forth to the right hereof:

O.R. 1906 PG 1339

ARTICLE XV
BOOKS AND RECORDS

The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

ARTICLE XVI
AMENDMENTS

These Bylaws may be altered, amended or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting. No amendment affecting The Winthrop Group, Inc., or its successors or assigns, as Developer of Hamlets Grove shall be effective without the written consent of The Winthrop Group, Inc., or its successors or assigns.

The foregoing were adopted as the Bylaws of Hamlets Grove Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 8th day of DECEMBER, 1986.

Jerry A. Reed
As President
Shirley B. Burt
As Secretary

6:BYL.HAMGR/4
6:BYL.HAMCP

ARCHITECTURAL PLANNING CRITERIA

for the

HAMLETS GROVE

The following ARCHITECTURAL PLANNING CRITERIA and rules and regulations have been adopted for the subdivision.

1. CREATION, DUTIES AND POWERS OF ARB. The Declaration of Condominium calls for the establishment of an Architectural Review Board. The ARB shall have the right to either approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screened enclosure, grading, drainage plan, drain, mailbox, solar energy device, decorative building, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in this subdivision, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

2. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling containing more than one thousand four hundred (1,400) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, and garages, not to exceed thirty-five (35) feet in height and having an enclosed garage for not less than two (2) large-sized cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to commencement of construction of the main residential dwelling.

3. PRELIMINARY PLAN APPROVAL. In order to facilitate the preparation and ultimate approval of construction plans, any property owner may submit preliminary drawings or other writing prior to the preparation and submission of the final working drawings and specifications and the ARB will review and indicate

O.R. 1908 PG 1340

its approval, disapproval or recommendations on the matter reflected thereon.

4. EXTERIOR COLOR PLAN. The ARB shall have the right of final approval of all color plans and each owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural earth tone color scheme of and for Hamlets Grove. No color schemes may be changed without the approval of the ARB.

5. ROOFS. Flat roofs shall not be permitted on the main body of any building with the following exceptions: (a) flat roofs may be permitted on Florida rooms, porches and patios upon specific approval of the ARB; and (b) flat roofs may be permitted on a part of the main body of a building, particularly if modern or contemporary in design, upon specific approval of the ARB. No built-up roofs shall be permitted. The composition of all pitched roofs shall be either tile, cedar shake shingle, slate or concrete construction, or such other composition or material as may be approved by the ARB. All required heat and plumbing vents shall not penetrate the roof on the road side of the building unless determined to be absolutely necessary by the ARB. In all events, such vents shall be painted the same color as the roof.

6. GARAGES. No house shall be constructed in this subdivision without provision for a garage adequate to house at least two (2) large-sized American automobiles. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers. No garage shall be permanently enclosed or converted to other usage without the substitution of another enclosed garage upon the lot.

O.R. 1908 Pg 1341

7. DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with concrete or asphalt, unless prior approval for other materials is obtained from the ARB. Where curbs are required to be broken for driveway entrances, the curb shall be repaired by owner in a neat and orderly fashion acceptable to the ARB. No portion of such driveway shall be located closer than three (3) feet from the side line of any lot or building.

8. DWELLING QUALITY. The ARB shall have right of final approval of all exterior building materials. The ARB shall discourage the use of imitation material for facades and encourage the use of materials such as brick, stone, wood and stucco, or a combination of the foregoing.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for the following:

a. The exclusive sales agent for the original builder of a single-family residence on any lot(s) may place one professional sign advertising the property for sale.

b. Homeowners shall not display or place any sign of any character, including "for rent" or "for sale" signs, except that a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the homeowner or his designated representative is in attendance and said house is actually open for inspection by the public.

c. During the course of construction of improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued. The building permit for such construction may be placed on the reverse side thereof.

d. Prior to erection of any of the foregoing signs, such signs must be approved by the ARB as to size, design, location and content.

O.R. 1908 PG 1342

10. GAMES AND PLAY STRUCTURES. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of the lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

11. FENCES AND WALLS. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

12. SWIMMING POOLS AND TENNIS COURTS. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- a. Composition to be of material thoroughly tested and accepted by the industry for such construction.
- b. Location and construction of tennis or badminton courts must be approved by the ARB.
- c. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

d. All swimming pool equipment, such as pump and heater, shall be screened from view.

If an owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB, the objective being to screen any such use from public view.

13. GARBAGE AND TRASH CONTAINERS. No lot shall be used, permitted to be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste

O.R. 1908 PG 1343

shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which is to be constructed with each dwelling in a location approved by the ARB.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except that any lot may be used as a sales office during the development of Hamlets Grove, or other developments by Developer in the same areas.

15. AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall, or shrubbery so as to minimize any noise.

16. MAILBOXES. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot other than those approved by developer. These mailboxes will be provided by developer at a reasonable cost.

17. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

18. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to

O.R. 1908 PG 1344

19. SETBACKS. All houses must be 25 feet from the front property line, 10 feet from the rear and a total of 18 feet on both sides with a minimum of 8 feet on one side and 10 feet on the other. All distances should be measured from the edge of the closest roof eave to the property line on the respective side.

20. ARB REPORTS. The ARB's approval or disapproval, as required in the foregoing Architectural Planning Criteria, shall be delivered in writing to the Board of Directors of the Association and to the lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within five (5) working days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed by its undersigned duly authorized officers, the day and year first above written.

THE WINTHROP GROUP, INC.

BY

Jerry H. Reed
As its President

ATTEST:

(Corporate Seal)

BY

John Rome
As its Secretary

O.R. 1908 PG 1345

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take and acknowledgments, personally appeared JERRY A REEA and STUART BORNE to me known to be the persons described as President and Secretary respectively of THE WINTHROP GROUP, INC. in and who executed the foregoing instrument, and they acknowledged before me that they executed it in the name of and for that corporation, affixing its corporate seal, and that they were duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 8th day of December, 1986.

Ned A. Pridemore
Notary Public

My Commission Expires: August 7, 1990
Notary Public, State of Florida
Commission Expires Aug. 7, 1990
Dated This 10th Day of December 1986

APPROVAL BY HAMLETS GROVE ASSOCIATION, INC.

HAMLETS GROVE ASSOCIATION, INC., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Architectural Planning Criteria for Hamlets Grove, and said Association agrees to exert its best efforts to accomplish the objectives and purposes of these Criteria and thereby to progress the plan of development and maintain the amenities afforded to the Owners of Property in Hamlets Grove. Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws and under the Declaration of Restrictions and to levy an assessment against the Property Owners in Hamlets Grove, pursuant to the formula set forth in the Restrictions, which will be sufficient to accomplish the purposes and objectives of the Association

Association further agrees to accept title to the Neighborhood Common Areas of Hamlets Grove, if any, as determined by and transferred to it from time to time by Developer, subject to such easements, reservations, restrictions and limitations upon usage as Developer deems appropriate, and thereafter to maintain said Neighborhood Common Areas for the benefit of the Property Owners in Hamlets Grove, to use the same as prescribed or limited, and to pay all taxes which may subsequently become due and owing thereon.

Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by Developer, whether such duties be established under the Resolution adopted by the County of Sarasota approving development of "The Hamlets" as a planned unit development, the ordinances of the County relative to planned unit development, or such other duties as may be appropriately assigned under the aforesaid Restrictions.

HAMLETS GROVE ASSOCIATION, INC.

By

Jerry A Reea
As President

ATTEST:

(Corporate Seal)

By

Stuart Borne
As Secretary

O.R. 1908 Pg 1346

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared JERRY A. REED and STUART BORNE, who are the President and Secretary, respectively, of HAMLETS GROVE ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the foregoing document in the name of and on behalf of said corporation as such officers for the purposes therein set forth.

Witness my hand and official seal in the County and State aforesaid, this 8th day of December, 1986.

Michael K. Parker
Notary Public

My Commission Expires: Notary Public, State of Florida
My Commission Expires Aug. 7, 1990
Bonded Three Thousand Dollars

6:HAM.ARC
6:HAM.ARCPP

Prepared by: THEODORE PARKER, ESQUIRE
CRABTREE SANCHEZ PARKER & INGRAM, P.A.
100 South Washington Boulevard
Sarasota FL 33577

Dec 18 11 58 AM '86
FILED AND RECORDED
R.H. HARKNEY JR. CLERK
SARASOTA CO. FLA.

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THE AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS, LIMITATIONS, CONDITIONS AND
AGREEMENTS OF THE GROVE AT BEEKMAN PLACE
(Formerly known as Hamlets Grove)

THIS AMENDED AND RESTATED DECLARATION is made and executed
this 15th day of December, 1989, by WHITEHALL DEVELOPMENT
CORPORATION, a Florida corporation, QUALLS, INC., a Florida
corporation, hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, the Winthrop Group, Inc., a Florida corporation was
the initial owner and developer of a tract of land in Sarasota
County, Florida, previously known and referred to as the "Hamlets
Grove" and, initially, improved, developed and subdivided said
tract of land for the purposes of granting, selling and conveying
subdivided portions of said lands for various purposes, including
residential, recreational and commercial uses, all in accordance
with an outlying development plan previously approved by the County
of Sarasota in accordance with Sarasota County's Planned Unit
Development Ordinance; and

WHEREAS, the Winthrop Group, Inc., as Developer previously
adopted a Declaration of Maintenance Covenants and Restrictions on
The Commons for the Hamlets, all relating to the ownership
development, use and management of the Common Areas to be
established, or established in "The Hamlets" development, which
Declaration of Maintenance Covenants is recorded in Official
Records Book 1710, Page 0975, Public Records of Sarasota County,
Florida; and

WHEREAS, simultaneously with the Declaration of Maintenance
Covenants, Developer, Winthrop Group, Inc. platted a portion of
said land within the development formerly known as "The Hamlets"
into a subdivision formerly known as "Hamlets Grove", and, in order
to establish protective covenants covering the development,
improvement and usage of the lands contained in the "Hamlets Grove"
subdivision for the benefit and protection of said subdivision, the
Developer, Winthrop, and the purchasers of lots in this
subdivision executed and recorded a Declaration of Restrictions,

Limitations, Conditions and Agreements of The Hamlets Grove, being dated December 8, 1986, and initially recorded in Official Records Book 1908, Pages 1290 through 1347, inclusive, Public Records of Sarasota County, Florida;

WHEREAS, Article VIII of the Declaration of Restrictions, Limitations, Covenants and Agreements of Hamlets Grove dated December 8, 1986, as referenced above, provided for change, amendment and/or termination of said Declaration by an instrument signed by owners of two-thirds of the lots in the subdivision; and

WHEREAS, Owners presently hold fee simple title to two-thirds or more of the individual, subdivided lots within the subdivision development originally known as the "Hamlets Grove", and such owners, by this written instrument, being filed of public record in and among the Public Records of Sarasota County, Florida, desire to amend and restate the original Declaration of Restrictions, Limitations, Covenants and Agreements of "Hamlets Grove", and to rename the subdivision so that it will be known hereafter as the "Grove at Beekman Place", all as more specifically set forth herein.

NOW, THEREFORE, owners do hereby declare that the land hereinafter described in Article II shall be and is hereby bound by the restrictions, limitations, conditions and agreements set forth in these presents and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, which shall constitute covenants running with the title to said land, to wit:

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

- A. "Developer" shall mean original developer, the Winthrop Group, Inc., a Florida corporation, its successors and assigns.

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B. "Beekman Place" shall mean and refer to all of the property commonly known and referred to by such name, which was previously known as the "Hamlets" and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

C. "Property" shall mean and refer to any lot or other parcel of land located in the subdivision originally known as "Hamlets Grove" and hereafter, to be known as the "Grove at Beekman Place", as described in Article II hereof, including all improvements located thereon.

D. "Lot" shall mean and refer to any numbered lot as reflected on the plat of "Hamlets Grove" subdivision as recorded in Plat Book 31, Page 35 of the Public Records of Sarasota County, Florida and as more particularly described in Article II hereof, including all improvements located thereon.

E. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities, of the fee simple title to any lot or parcel of land which is a part of the Property.

F. "Covenants" shall mean and refer to the original Declaration of Covenants applicable to all of the "Hamlets" as recorded in Official Records Book 1710, Page 0975, Public Records of Sarasota County, Florida.

G. "Common Area" or "The Commons" shall mean and refer to all real property located in "The Hamlets" (now known as "Beekman Place"), which has heretofore or which may hereafter be specifically set aside by Developer or any successors to said Developer, or deeded to The Hamlets Association (now known as The Beekman Place Association) for the common use and enjoyment of all property owners in "The Hamlets", now known as Beekman Place, as members of said Association.

H. "Neighborhood Common Area" shall mean and refer to any of the real Property located within The Hamlets Grove subdivision, now known as The Grove at Beekman Place, which may have been set aside by the original Developer, or deeded to The Hamlets Association, Inc., now known as The Beekman Place Association, or

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which hereafter, may be set aside and/or deeded by the successor in interest to said Developer, for the common use and enjoyment of Owners of Property in The Hamlets Grove subdivision, now known as The Grove at Beekman Place, as members of The Hamlets Association, Inc., now known as The Beekman Place Association.

I. "The Beekman Place Association" shall mean and refer to as The Beekman Place Association, Inc., a Florida corporation not for profit, which corporation was formerly known as "The Hamlets Association, Inc.", a corporation formed for the primary purpose of owning, improving, maintaining and managing the Common Areas of "The Hamlets", now known as Beekman Place, and whose membership is comprised of all Owners of Property in the development formerly known as "The Hamlets", and now known as "Beekman Place". Copies of the Articles of Incorporation and Bylaws of said corporation are attached to the Declaration of Covenants hereinabove referred to and recorded in Official Records Book 1710, Page 0975, Public Records of Sarasota County, Florida.

J. "The Grove at Beekman Place Association" or "Association" shall mean and refer to The Grove at Beekman Place Association, Inc., a Florida corporation not for profit, which corporation, was originally known as "The Hamlets Grove Association, Inc." and which was formed for the primary purpose of assuring that all prospective owners of lots in "Hamlets Grove", now known as "The Grove at Beekman Place" are compatible and congenial and, also, for the purpose of enforcing these Restrictions and improving and maintaining any other Neighborhood Common Areas of The Grove at Beekman Place. This document is the Amendment and Restatement of the Declaration of Restrictions made and executed December 8, 1986 and recorded in Official Records Book 1908, at Page 1290, et. seq., of the Public Records of Sarasota County, Florida, to which the Articles of Incorporation and Bylaws of The Grove at Beekman Place Association, formerly known as "The Hamlets Grove Association, Inc.", make reference. Copies of the Articles of Incorporation and Bylaws as originally made and executed are filed of public record together with the original Declaration of Restrictions,

Limitations, Covenants and Conditions and Agreements of Hamlets Grove and the Amended and Restated Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C", respectively, and made a part hereof.

K. "Public Roads" shall mean and refer to those roads or streets within "The Hamlets", now known as "Beekman Place" heretofore or hereafter dedicated by the Developer, or its successor in interest, to the County of Sarasota or other governmental authority and to be maintained at public expense.

L. "Private Roads" shall mean and refer to those roads which are common to "The Hamlets", now known as "Beekman Place" as a whole and which are available for the common use and enjoyment of all Owners in "The Hamlets", now known as "Beekman Place", which roads are to be maintained by "The Beekman Place Association", formerly known as "The Hamlets Association, Inc."

M. "Limited Private Roads" shall mean and refer to those roads which are common only to a certain limited area of "The Hamlets", now known as "Beekman Place" (such as a specific subdivision or condominium within said residential development) and which are available for the common use and enjoyment only of the Owners of Property in such limited area, which road shall be maintained by a neighborhood or condominium association, as may be provided by said Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to the original Declaration, as amended and restated herein is located in Sarasota County, Florida, and is legally described as follows:

Hamlets Grove, a subdivision, as per plat thereof recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.

Said property is sometimes hereinafter referred to as "this subdivision".

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This subdivision is an integral part of a larger development formerly known as "The Hamlets" and now known as "Beekman Place". All of "Beekman Place" has been developed and is continuing to be developed as a planned unit development in accordance with an Outline Development Plan heretofore approved by the County of Sarasota in accordance with the County's planned unit development ordinances, as such plan may be changed or modified from time to time hereafter. In connection with such development, certain land areas, referred to as "Common Areas", have, from time to time and shall continue from time to time hereafter be set aside by either the original Developer, or its successor in interest, or deeded to the Beekman Place Association, formerly known as The Hamlets Association, Inc., as a portion of the required open space of said development and will thereafter become available for the common use or enjoyment of all property owners in "Beekman Place", formerly known as "The Hamlets". Said Common Areas may include, by way of illustration and not by way of limitation, private roads, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. These Common Areas have been designated and will continue to be designated as such either on the original plats, amended plats or in other documents which have been recorded and may continue to be recorded from time to time the original Developer, or any successor in interest thereto. In addition, certain land areas, referred to as "Neighborhood Common Areas", have been set aside by the original Developer and will be continued to be set aside by any successor in interest thereto, or other owners, as applicable, from time to time in some subdivision or condominium areas or deeded to subdivision or condominium associations as a portion of the required PUD open space and, in such event, are available and will continue to be available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Areas being designated and will continue to be designated as such either on plats or in such other documents which will be recorded by the

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original Developer or its successor in interest thereto from time to time.

In order to establish, protect and preserve the quality of this subdivision, all prospective purchasers and Owners of lots in The Grove at Beekman Place subdivision, formerly known as The Hamlets Grove subdivision, have been required and shall continue to be required to become members of The Grove at Beekman Place Association, formerly known as The Hamlets Grove Association, Inc., and to maintain such membership in good standing. Furthermore, membership of each and every property owner in "Beekman Place", formerly known as "The Hamlets", in The Beekman Place Association, formerly known as The Hamlets Association, Inc., is hereby stated and recognized to be a necessary and essential part of the orderly development of "Beekman Place" as a planned unit development. Therefore, all prospective purchasers and Owners of lots in this subdivision shall also be required to become members of "The Beekman Place Association", formerly known as "The Hamlets Association, Inc." and to maintain such membership in good standing.

The purpose and objective of each of said associations is as follows:

A. The Grove at Beekman Place Association (formerly known as The Hamlets Grove Association, Inc.). The primary purpose of this association is to insure to all property owners and other members of said corporation that the property in this subdivision shall at all times be occupied by a colony of compatible and congenial persons and, in addition, to insure such grantees and owners of property in this subdivision of a continuing and concerted program for maintenance and management of the properties in this subdivision, including enforcement of these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; provided, however, that this restriction shall not be construed or applied so as to preclude anyone from membership in said Association based upon race, color, creed or national origin.

ARTICLE III

REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

This subdivision is an integral part of a larger development formerly known as "The Hamlets" and now known as "Beekman Place". All of "Beekman Place" has been developed and is continuing to be developed as a planned unit development in accordance with an Outline Development Plan heretofore approved by the County of Sarasota in accordance with the County's planned unit development ordinances, as such plan may be changed or modified from time to time hereafter. In connection with such development, certain land areas, referred to as "Common Areas", have, from time to time and shall continue from time to time hereafter be set aside by either the original Developer, or its successor in interest, or deeded to the Beekman Place Association, formerly known as The Hamlets Association, Inc., as a portion of the required open space of said development and will thereafter become available for the common use or enjoyment of all property owners in "Beekman Place", formerly known as "The Hamlets". Said Common Areas may include, by way of illustration and not by way of limitation, private roads, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. These Common Areas have been designated and will continue to be designated as such either on the original plats, amended plats or in other documents which have been recorded and may continue to be recorded from time to time the original Developer, or any successor in interest thereto. In addition, certain land areas, referred to as "Neighborhood Common Areas", have been set aside by the original Developer and will be continued to be set aside by any successor in interest thereto, or other owners, as applicable, from time to time in some subdivision or condominium areas or deeded to subdivision or condominium associations as a portion of the required PUD open space and, in such event, are available and will continue to be available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Areas being designated and will continue to be designated as such either

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on plats or in such other documents which will be recorded by the original Developer or its successor in interest thereto from time to time.

In order to establish, protect and preserve the quality of this subdivision, all prospective purchasers and Owners of lots in The Grove at Beekman Place subdivision, formerly known as The Hamlets Grove subdivision, have been required and shall continue to be required to become members of The Grove at Beekman Place Association, formerly known as The Hamlets Grove Association, Inc., and to maintain such membership in good standing. Furthermore, membership of each and every property owner in "Beekman Place", formerly known as "The Hamlets", in The Beekman Place Association, formerly known as The Hamlets Association, Inc., is hereby stated and recognized to be a necessary and essential part of the orderly development of "Beekman Place" as a planned unit development. Therefore, all prospective purchasers and Owners of lots in this subdivision shall also be required to become members of "The Beekman Place Association", formerly known as "The Hamlets Association, Inc." and to maintain such membership in good standing.

The purpose and objective of each of said associations is as follows:

A. The Grove at Beekman Place Association (formerly known as The Hamlets Grove Association, Inc.). The primary purpose of this association is to insure to all property owners and other members of said corporation that the property in this subdivision shall at all times be occupied by a colony of compatible and congenial persons and, in addition, to insure such grantees and owners of property in this subdivision of a continuing and concerted program for maintenance and management of the properties in this subdivision, including enforcement of these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; provided, however, that this restriction shall not be construed or applied so as to

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preclude anyone from membership in said Association based upon race, color, creed or national origin.

B. The Beekman Place Association (formerly known as The Hamlets Association, Inc.). The purpose of this association is to own, improve, maintain and manage the common areas of "Beekman Place", formerly known as "The Hamlets" in accordance with said corporation's Charter, Bylaws, the Covenants recorded in Official Record Book 1710, Page 0975, Public Records of Sarasota County, Florida, and in accordance with any and all applicable ordinances of the County of Sarasota regulating planned unit developments.

C. Right of Assessment. Each of the aforesaid associations shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the property in this subdivision.

D. Transfer Fee. The Grove at Beekman Place Association, formerly known as "The Hamlets Grove Association, Inc." shall have the right to charge a reasonable fee to any seller for transfer of new owner information relative to bookkeeping purposes.

ARTICLE IV

ARCHITECTURAL CONTROL

1. Necessity of Architectural Review and Approval. No original improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy devise, decorative building, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association within five (5) working days. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the architectural planning criteria of the Association, a copy of which is attached hereto as Exhibit "D", as the same may be amended from time to time hereafter.

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2. Architectural Review Board. The architectural review and control functions of The Grove at Beekman Place Association (hereinafter referred to as the "Association") shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of no less than three (3) nor more than seven (7) members, who need not be members of the Association. Developer, or, alternatively, owners of greater than two-thirds of the lots within the subdivision shall have the right to appoint (and, at its discretion, to replace) all of the members of the ARB, or such lesser number as Developer, successor in interest and/or owners, may choose, until such time as Developer, or its successor in interest, in its sole discretion, assigns such right to the Association, regardless of Developer or its successor in interest ownership of any property in this subdivision. Members of the ARB as to whom either Developer, its successor in interest and/or owners may have relinquished the right of appointment, and all members of the ARB after such assignment assigns such right to Association, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors of the Association; except that Developer, or its successor in interest, or, alternatively, the owners of more than two-thirds of lots in the subdivision, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by either Developer, its successor in interest or owners, as applicable.

3. Powers and Duties of the ARB. The Architectural Review Board shall have the following powers and duties:

(a) Modification of Architectural Planning Criteria To recommend, from time to time, to the Board of Directors of the

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Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the architectural planning criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(b) Submission of Plans. To require submission to the ARB of two (2) complete sets of construction plans and specifications for all improvements and structures of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement, the construction or placement of which is proposed upon any lot in this subdivision. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by the ARB, the owner of such lot shall also furnish a drainage plan of his lot. The ARB may also require submission of samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria. In order to facilitate the preparation and ultimate approval of construction plans, any Property Owner may submit preliminary drawings or other writings prior to the preparation and submission of the final working drawings and specifications and the

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ARB agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

(c) Approval of Plans. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in this subdivision, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. Upon final approval of an owner's plans either as originally submitted or as subsequently modified in accordance with the recommendations of the ARB, one set of such plans shall be marked "approved" and returned to the owner and one set shall be retained in the permanent files of the ARB.

(d) Fees. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

(e) Failure to Approve. Should the Association fail to either approve or disapprove the plans and specifications submitted to it by the Owner of a lot or lots within this subdivision within five (5) days after written request therefor, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the other covenants or restrictions herein contained.

4. Time Limitation on Completion of Construction. All construction shall be completed within nine (9) months of the commencement date of construction. No occupancy of such premises shall be permitted until a certificate of occupancy is issued by the County of Sarasota.

ARTICLE V
RESTRICTIONS

1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose; provided, however, that this restriction shall not be deemed to apply to Common Areas or to Neighborhood Common Areas. No business or commercial building may be erected on any lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any lot without prior ARB approval thereof as elsewhere herein provided. Notwithstanding the foregoing, Developer, or its successor in interest shall have the right from time to time to construct model homes in this subdivision and also to erect and maintain temporary sales offices in this subdivision.

2. No Trailers or Temporary Buildings. No tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the written consent of either Developer, or its successor in interest.

3. Garages Required. No house shall be constructed on any lot without provision for a garage or carport adequate to house at least two large sized American automobiles; provided, however, that the ARB shall approve carports only in those situations where construction of a garage is deemed impracticable. All garages must have doors that are to be maintained in a useful, working condition. Except when a garage is in actual use, garage doors must be kept closed.

4. Antenna. No aerial or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building in this subdivision.

5. Boats and Motor Vehicles. No boats, campers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and motorcycles shall be placed, parked or stored upon any lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any lot, except for

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minor emergency repairs or where such repairs are made within a building where such vehicle is totally screened from public view.

6. Landscaping. Sodding will be required on all front and side yards. Seeding and/or sprigging will be permitted in rear yards. on corner lots, sodding will be required on the front and sides.

7. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARB.

8. Screening of Air conditioner Compressors, Garbage Containers and Clothes Drying Areas. All garbage or trash containers must be located under ground or placed within screened or walled-in areas so that they shall not be visible from adjoining streets, lots or waterways. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, except upon being adequately screened from public view and approved by the ARB. Air conditioner compressors shall be similarly screened from view and buffered by wall or shrubbery so as to reduce the noise level resulting from operation thereof.

9. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

(a) Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet, shall be kept on any lot.

(b) Trades. No manufacturing, trade, business, commerce, industry, profession, or any other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof or in any building or other structure erected thereon.

(c) Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The owners of the lots in this

subdivision shall be responsible for the maintenance of parkways located between their respective lot lines and the streets upon which said lots face. all owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

(d) Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including walls, fences, screen enclosures, and so forth, in good and safe condition and repair of any damage, decay or evidence of wear and tear on the exterior of any building shall be made promptly.

(e) Boarding up Homes. Houses may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

(f) Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his residence, lot or other improvements situate on said lot, in full compliance with these restrictions, Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises and such entry by Association and its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said Owner to the Association within thirty (30) days after submission of a bill therefor.

(g) Lien rights of Association. In the event of Owner's failure or refusal to pay such expense, Association shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Sarasota County, Florida and a copy thereof mailed to such Owner at his last known mailing address. If such lien is not paid within ten (10) days after the filing thereof, Association shall have the right to foreclose the same in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of such expenses, Association shall be entitled to recover from the Owner of said Property all costs, including reasonable

attorneys fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien.

(h) Resolution of Disputes. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of Association, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

10. Signs. No sign or any kind shall be displayed to the public view on any lot except for the following:

A. The exclusive sales agent for the original builder of a single-family residence on any lot may place one professional sign advertising the property for sale.

B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs, except that a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the homeowner or his designated representative is in attendance and said house is actually open for inspection by the public.

C. During the course of construction if improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued.

11. Setback Line. No dwelling, building or any other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and so forth), shall be erected or placed upon any part of a lot so that any portion of said dwelling, building or structure (including eaves or overhangs) exceeds the Sarasota County setback requirements unless stated otherwise in these documents. Where lots have curved property lines, then the aforesaid setback distances shall be measured at right angles with tangents to the curve from one lot corner to the other. All other setbacks shall be measured at right angles to the property line.

12. Exceptions to Setback Restrictions. Terraces, patios, walls, fences, low platforms, or steps, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction shall not interfere with the exposure or view or reasonable privacy of

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adjoining or facing properties, upon approval by the ARB. No structure, wall, fence or hedge between two (2) and six (6) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any lot within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of the restrictions in Section 11 of this Article V.

ARTICLE VI

UTILITY AND DRAINAGE EASEMENTS

Developer, and its successors in interest and/or subsequent owners, including the owners, referenced herein, hereby reserves, for itself, its successors or assigns, a ten (10) foot easement along the rear of each lot for utility purposes, and an easement ten (10) feet in width (five (5) feet on either side) along the front and side lines of each lot for drainage and public utility purposes. Developer, and its successors in interest and/or subsequent owners, including, but not limited to the undersigned owners, reserves the right to assign, in whole or in part, any and all of such reserved easement rights for such purposes as may be deemed necessary or desirable for the servicing of said lands. Any walls, fences, paving, planting or other improvements constructed, placed or planted on the property over which the easement lies may be removed, if required for utility installation or maintenance purposes, by the Developer, its successors in interest, including, but not limited to the undersigned owners, or its assigns, at the expense of the Owner of any such lot and Developer, its successors in interest, including, but not limited to the undersigned owners, shall not be required to replace the same. Where a single residence is located on more than one lot, or portions of several lots, then the aforementioned side lot line easement shall not be located along the side lines of each lot as platted, but, in lieu thereof, shall be located along the side lines of the lots or portions of lots combined for a building site.

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ARTICLE VII

COMMON AREAS AND NEIGHBORHOOD COMMON AREAS

EXEMPTED FROM RESTRICTIONS

Notwithstanding anything to the contrary herein set forth, the Common Areas of "Beekman Place", formerly known as The Hamlets, and the Neighborhood Common Areas of this subdivision, if any, are not subject to the terms and conditions of this Declaration. Developer, and its successors in interest, reserves the right to transfer at any time and from time to time, all or any part of the Common Areas either to the County of Sarasota or to The Beekman Place Association and to transfer the Neighborhood Common Areas, if any, to The Grove at Beekman Place Association. Developer, and its successors in interest, further reserves the right in the making of such transfers to place such restrictions, limitations and covenants of usage thereon as it may deem appropriate, and said Associations shall be obligated to accept the title thereto subject to such restrictions.

ARTICLE VIII

USAGE OF PRIVATE ROADS AND COMMON AREAS

1. Private Roads. On the plat of this subdivision, the original Developer granted to all property owners in this subdivision the nonexclusive and perpetual right of ingress and egress over and across the private roads reflected on said plat; reserving, however, the right to grant similar rights of ingress and egress over and across said private roads to the public and to property owners in future sections of "Beekman Place" as the same is hereafter developed. Such grant shall be deemed to include the right of use of said roads not only by each property owner but also their respective guests, invitees and domestic help, delivery, pickup and sanitation services, representatives of utilities servicing said property, United States mail carriers, representatives of fire departments, police departments, and other necessary municipal, county, special district, state or federal agencies, holders of mortgage liens on said property and such other similar persons as Developer, and its successors in interest, or

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any owner or lessee of property in this subdivision may from time to time designate. This right of ingress and egress shall be appurtenant to and shall pass with the title to each lot in this subdivision as the same may be conveyed from time to time without necessity of specific reference thereto.

All common areas such as roads and internal lakes shall be owned by The Grove at Beekman Place Association, Inc., who shall provide for their perpetual maintenance from maintenance fees assessments provided for in Article IX of this Declaration of Restrictions, Limitations, Conditions, and Agreements. Included in such maintenance shall be any amount taxed by any governmental subdivision or property taxes for said land.

ARTICLE IX

MAINTENANCE AND OPERATION ASSESSMENTS

In addition to the specific rights of assessment of members of the Association as hereinabove set forth, Association shall also have the right to assess the owners of lots in this subdivision such amounts as may be deemed appropriate by the Association's Board of Directors of the management and operation of said Association and for the general purposes and objectives of said Association as set forth herein and in the Articles of Incorporation and Bylaws of said Association. Such assessments shall be on the basis of one ninety-eighth (1/98) per platted lot in this subdivision. In the event a lot is subdivided between two owners, then the assessment of such lot shall be prorated on the basis either of square footage or roadway lineal footage whichever is deemed most equitable by the Association's Board of Directors. Procedures for the adoption of an annual budget, mailing of assessment notices and collection of such assessments shall be as set forth in the Articles of Incorporation and Bylaws of the Association. If the aforementioned assessment is not paid when due, Association shall have the right either to bring suit against the delinquent owner or to file a lien against such owner's lot or lots, or both, and said lien may be enforced as hereinabove provided in Paragraph 10(g) of Article VII.

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ARTICLE X

RESUBDIVIDING

No lot or contiguous group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of this subdivision for the same area. A residential site may consist of one (1) or more lots; all of one lot; one lot and a part of a contiguous lot or lots; or any other combination of contiguous parts of lots which shall form one plot of land suitable for use as a site for a residence, but no site which changes the lot, as originally platted, shall have a front or rear dimension of less than is contained in the smaller adjoining lot shown on the original plat of this subdivision. In the event of the division or subdivision of any lot, as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot shall be and become proportionately attributable and chargeable to the contiguous lot, and the owner thereof, to and with which all or portions of the divided or subdivided lot become consolidated. In the event that more than one lot is developed as a building site, the provisions of these covenants and restrictions shall apply thereto as to a single lot (except as to assessments). No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted lot according to the recorded plan of this subdivision.

ARTICLE XI

MODIFICATION AND AMENDMENT

Developer, its successors and assigns hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of the grantees of other lots or adjoining or adjacent property) to modify those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, right of first refusal, mortgage redemption privileges, building plans, signs, architectural committee, maintenance of parkways, screening of garbage receptacles, clothes

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lines and air conditioner compressors, and any such deviation or variance shall be evidenced by agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in this subdivision, and the same shall remain fully enforceable as to all other lots located in this subdivision, by the Successor/Developer, successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted. Developer, and its successors in interest and/or assigns reserves the right to add additional restrictions in the conveyance of title to any lot or lots in this subdivision.

ARTICLE XII

ASSIGNMENT BY DEVELOPER, AND ITS SUCCESSORS IN INTEREST

Developer, and its successors in interest, including, but not limited to the undersigned owners, owning more than two-thirds of the lots in the subject subdivision, may assign any and all of its rights, title, interest, powers, duties, obligations and privileges reserved hereunder to The Beekman Place Association, The Grove at Beekman Place Association, or to any other corporation, association or person.

ARTICLE XIII

GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with the title to the Property, and shall inure to the benefit of and be enforceable in accordance with its terms by the Developer, or its successors in interest and/or assigns, the Association or the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots in this subdivision has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

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2. Notice. Any notice required to be sent to any member or Owner under the terms and provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Successor/Developer, The Grove at Beekman Place Association, or any owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall include reasonable attorney's fees incurred by Successor/Developer or the Association in seeking such enforcement.

4. Severability. Invalidation of any one of these covenants and restrictions by stipulation, Agreement, Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

5. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of the membership; provided, however, that so long as Developer is the owner of any lot or property affected by this subdivision, no amendment will be effective without Developer's express written joinder and consent.

6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned owners, Whitehall Development Corporation, a Florida corporation, and Qualls, Inc., a Florida corporation, being owners of more than two-thirds of the voting interest in the membership of the Association and owners, of record title of more than two-thirds of the lots in the subject

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subdivision have caused these presents to be executed by its undersigned duly authorized officers, the day and year first above written.

WHITEHALL DEVELOPMENT
CORPORATION

Joanne Mustari
Frank Mauro

By: Ronald Mustari
Ronald Mustari, President

QUALLS, INC.

Christine Morgan
Teresa Raza

By: Howard Dunnington
Howard Dunnington
Its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared RONALD MUSTARI, to me known to be the person described as President of WHITEHALL DEVELOPMENT CORPORATION, a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he is duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 15th day of December, 1989.

Mari C. McLean
Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JULY 8, 1993,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared HOWARD DUNNINGTON, to me known to be the person described as Vice President of QUALLS, INC., a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he is duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 14th day of December, 1989.

Ed L. Loo
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 25, 1991,
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

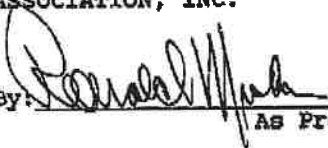
APPROVAL BY THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
NOT FOR PROFIT
(Formerly known as The Hamlets Grove Association, Inc.)

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place, formerly known as Hamlets Grove, and said Association agrees to exert its efforts to accomplish the objectives and purposes of these Amended and Restated Restrictions and thereby to progress the plan of development and maintain the amenities afforded to the Owners of Property in The Grove at Beekman Place. Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws, as amended and restated, and under the foregoing Amended and Restated Declaration of Restrictions and to levy an assessment against the Property Owners in The Grove at Beekman Place, pursuant to the formula set forth in these Amended and Restated Restrictions, which will be sufficient to accomplish the purposes and objectives of the Association.

Association further agrees to accept title to the Neighborhood Common Areas of The Grove at Beekman Place, if any, as determined by and transferred to it from time to time by Developer, or its successors in interest and/or assigns, as the case may be, subject to such easements, reservations, restrictions and limitations upon usage as either Developer, or its successors in interest and/or assigns, deems appropriate, and thereafter to maintain said Neighborhood Common Areas for the benefit of the Property Owners in The Grove at Beekman Place, to use the same as prescribed or limited, and to pay all taxes which may subsequently become due and owing thereon.

Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by either Developer, or its successors in interest and/or assigns, whether such duties be established under the Resolution adopted by the County of Sarasota approving development of "Beekman Place", formerly known as The Hamlets, as a planned unit development, the ordinances of the County relative to planned unit development, or such other duties as may be appropriately assigned under the aforesaid Restrictions.

THE GROVE AT BEEKMAN PLACE
ASSOCIATION, INC.

By: 
AS President

ATTEST:

By: 
AS Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Ronald Mustaei and Jeanne Mustaei, who are the President and Secretary, respectively, of THE GROVE AT BEERMAN PLACE ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the foregoing document in the name of and on behalf of said corporation, as such officers for the purposes therein set forth.

WITNESS my hand and official seal in the County and State named above, this 15th day of December, 1989.

Maria C. Doyle
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JULY 8, 1993,
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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KAREN E. RUSANG
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

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AMENDED AND RESTATED BYLAWS

OF

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
(Formerly known as The Hamlets Grove Association, Inc.)

The Grove at Beekman Place Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as "Association", does hereby adopt the following Amended and Restated Bylaws as the Bylaws of the Association.

ARTICLE I

IDENTITY AND DEFINITIONS

Association has been organized for the purpose of enforcing the Declaration of Restrictions hereinafter referred to, preserving and enhancing the natural beauty of the properties in this subdivision, and promoting the health, safety and welfare of the owners of property located within the portion of "Beekman Place" (formerly known as "The Hamlets"), known and referred to as "The Grove at Beekman Place" (formerly known as "Hamlets Grove"). The terms and provisions, conditions and authorizations contained in the Declaration of Restrictions, Limitations, Conditions and Agreements for The Grove at Beekman Place (hereinafter referred to as "Declaration of Restrictions"), executed by Whitehall Development Corporation, a Florida corporation, and Qualls, Inc., a Florida corporation (hereinafter referred to as "Owners" [being owners of more than two-thirds of the lots within the subdivision formerly known as "Hamlets Grove" and now known as "The Grove at Beekman Place"])), which will hereafter be recorded in the Public Records of Sarasota County, Florida.

All words and terms used herein which are defined in the aforesaid Declaration of Restrictions for The Grove at Beekman Place shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 290 Coconut Avenue, Sarasota, Florida, c/o Whitehall Development Corporation, a Florida corporation, or at such other place as may

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be established by resolution of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in Articles IV and V of the Association's Article of Incorporation.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing more than fifty percent (50%) of the total votes of the Association as determined in the manner set forth in Articles IV and V of the Association's Articles of Incorporation.

3. Where a lot in this subdivision is owned by more than one person or by a corporation, partnership or other entity, the vote of the owner or owners shall be cast by the person named in a certificate signed by all of the individual owners of such lot or by appropriate officials of any other legal owners. Such certificate shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate. If such a certificate is not on file with the Association's Secretary, then the vote of any such owner or owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

5. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the aforesaid Declaration of Restrictions or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half ($\frac{1}{2}$) of the total votes of the Association represented at any duly called members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all members.

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6. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws or the Articles of Incorporation aforesaid Declaration of Restrictions to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual meeting of the membership of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, at 10:00 A.M. Eastern Standard Time on the third Tuesday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half ($\frac{1}{2}$) of the total votes of the Association as determined in the manner set forth in Articles IV and V of the Articles of Incorporation.

3. Notice of all members meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association designated by the Board of Directors, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than thirty (30) days prior to the date set forth such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, a receipt of such notice shall be

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signed by the member indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed equivalent to the giving of such notice to such member.

4. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the aforesaid Declaration of Restrictions the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President, or in his absence the Vice president, shall preside, or in the absence of both, the membership shall select a chairman.

6. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of officers;
- e. Reports of committees;
- f. Appointment by the President of inspectors of election;
- g. Election of directors;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

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ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors. A majority of the Board of Directors consisting of five (5) directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the nominating committee (whose recommendations shall not be binding upon the Board); except that the Class B member, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Directors appointed by the Class B member. A director appointed to fill a vacancy, whether by the Board or by the Class B member, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected and/or appointed and qualified.

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ARTICLE VI

ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

1. Nominations for election of Board members shall be made by the Nominating Committee.

2. The Class B member shall, at least thirty (30) days prior to the date set for the annual meeting of the Association, notify the secretary and the Nominating Committee of the names of the Directors the Class B member is appointing to the Board of Directors. Within the same period of time, the Nominating Committee shall notify the Secretary of the names of the candidates nominated by it for election to the Board of Directors. The Secretary shall, within ten (10) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Class A members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A members or by one-third (1/3) of the Class A membership, whichever is smaller. Only Class A members of the Association may be nominated to serve on its Board of Directors. Nominations and notification of the vacancies being filled by the Class B member shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A members and (b) set forth the names of those nominated by the Nominating Committee or by petition for such vacancies and the names of those appointed to the Board by the Class B member. Such ballots shall be prepared and mailed by the Secretary to the Class A members at least ten (10) days in advance of the date set forth therein for a return.

5. the total number of votes which are allocated to each Class A member, as determined under the provisions of the Articles of Incorporation and these Bylaws, may be cast for each vacancy shown on the ballot. Cumulative voting shall not be permitted.

6. The completed ballots shall be returned to the Secretary at the principal office of the corporation, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of the ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

a. establish that the number of votes cast by each Class A member corresponds to the number of votes allowed to each such member; and

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b. establish that the signature of the member is genuine.

7. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall take office as of the date of the first meeting of the Board of Directors following the meeting of members at which they were elected.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

a. to call meetings of the members.

b. to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.

c. to establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.

d. to adopt, promulgate and enforce rules and regulations governing the use of any Neighborhood Common Area or any portion thereof in Beekman Place, and, also, governing the personal conduct of the members and their guests thereon, including levying reasonable admission charges if deemed appropriate.

e. to authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

f. to exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration of Restrictions for Beekman Place or the Articles of Incorporation of the Association.

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2. It shall be the duty of the Board of directors:

a. to cause to be kept a complete record of all its acts and corporate affairs.

b. to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c. with reference to assessments of the Association;

i. to fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration of Restrictions, Articles of Incorporation of the Association and these Bylaws at least thirty (30) days in advance of such date or period;

ii. to prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and

iii. to send written notice of each assessment to every member subject thereto.

d. to issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

e. to make payment of all ad valorem taxes assessed against Association property, real or personal.

f. to pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

g. to enforce by appropriate legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the aforesaid Declaration of Restrictions, and any and all applicable laws and regulations.

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ARTICLE VII

MEETINGS OF DIRECTORS

1. The organizational meeting of a newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within twenty (20) days of their election at such time and at such place as shall be fixed by the Directors at the annual meeting of members at which they were elected.

2. Regular meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting, unless such notice is waived.

5. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice provided that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

ARTICLE IX

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of

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Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier resignation or removal.

3. In order to carry out the provisions for representative voting as established under the Articles of Incorporation and Bylaws of The Beekman Place Association, Inc., of which organization each member of this Association is also a member, the Board of Directors shall annually appoint one of the officers of the Association to serve as voting delegate and to represent the members of this Association at any and all meetings of members of The Beekman Place Association, Inc.

4. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

5. All officers shall hold office at the pleasure of the Board of directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

6. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, mortgages, deeds and all other written instruments. The President may, but need not, be a required signatory on checks of the Association.

7. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

8. The Secretary shall be the ex-officio Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or any Assistant Secretary shall sign all certificates or membership.

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he shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the members of the Association together with each member's current address as registered by such member.

9. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

10. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year in accordance with the provisions of Paragraph 5 of Article XII hereof. He or his appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same, together with the report of the certified public accountant, shall be available for inspection upon reasonable request of a member.

11. The salaries, if any, of the officers and assistant officers of the Association shall be determined from time to time by the Board of Directors.

ARTICLE X

COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (The "ARB")

Unless otherwise provided herein, each committee shall consist of a chairman and two or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until the succeeding committee members have been appointed.

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2. The Nominating Committee shall have the duties and functions described in these Bylaws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in The Grove at Beekman Place, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

4. The ARB shall be appointed by the Class B member and shall have the duties and functions described in the Declaration of Restrictions for The Grove at Beekman Place, as amended and restated. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

5. The Board of Directors may appoint such other committees from time to time as it deems desirable.

6. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties, and functions.

7. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association which is further concerned with the matter presented.

ARTICLE XI

ASSESSMENTS

Association shall have the right to obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Restrictions (as amended and restated) applicable to The Grove at Beekman Place, and its Articles of Incorporation (as amended) and these Bylaws.

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Assessments not paid when due shall bear interest from date when due until paid at the rate set forth in said Declaration of Restrictions (as amended and restated) and shall also result in the suspension of voting privileges during any period of such non-payment. The method of assessment and the manner of enforcing collection thereof shall be as set forth in said Declaration of Restrictions.

ARTICLE XII

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in the aforesaid Declaration of Restrictions (as amended and restated) and Articles of Incorporation (as amended), shall be supplemented by the following provisions:

1. The annual maintenance assessment roll, hereinafter called "assessment roll", shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot or portion of a lot (herein referred to as a "parcel") subject to the annual maintenance assessment as set forth in said Declaration of Restrictions. Where a lot has been divided between two abutting lot owners (parcel owners) then such assessment roll shall contain appropriate information reflecting the method adopted by the Association Board of Directors for prorating the assessment of such divided lot between the two owners thereof. Such account shall designate the name and address of the owner or owners of such lot or parcel the amount of the annual maintenance assessment against the lot or parcel, the dates and amounts in which such assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. The fiscal year of the Association shall be the calendar year. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and which shall include, but not be limited to, the following items:

a. Common expense budget, which shall include provision for the accomplishment of those duties and objectives contemplated by the aforesaid Declaration of Restrictions (as amended and

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restated) and by the Association's Articles of Incorporation (as amended) and these Bylaws.

b. Proposed annual maintenance assessment against each individual lot or parcel subject to the annual maintenance assessment as set forth in the Declaration of Restrictions (as amended and restated).

Copies of the proposed budget and proposed annual maintenance assessments shall be transmitted to each member on or before December 15th of the year preceding that for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

3. Notices of the annual maintenance assessment applicable to each individual lot or parcel subject to the lien of the annual maintenance assessment as set forth in the Declaration of Restrictions (as amended and restated), together with a copy of the common expense budget, shall be transmitted to each member on or before February 1st of the year for which the budget is made, and such assessment shall be due and payable on or before March 1st of that year and shall be come delinquent after such date.

4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

5. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be available in the Association offices for review by each

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member not later than April 1st of the year following the year for which the report is made.

6. Fidelity bonds maybe required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and be a common expense of the Association.

ARTICLE XIII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

ARTICLE XIV

OFFICIAL SEAL

The Association shall have an official seal which shall be in circular form bearing the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

An impression of such official seal is set forth to the right hereof:

ARTICLE XV

BOOKS AND RECORDS

The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

ARTICLE XVI


AMENDMENTS

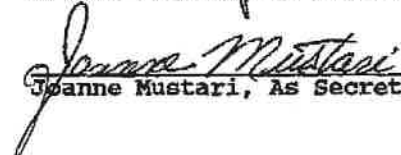
These Bylaws may be altered, amended or repealed by a majority vote of the directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting.

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The foregoing were adopted as the Bylaws of The Grove at
Beekman Place Association, Inc. (formerly known as "Hamlets Grove
Association, Inc."), a corporation not for profit under the laws of
the State of Florida, on the 15 day of December, 1989.


Ronald Mustari, As President


Joanne Mustari, As Secretary

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NANEN E. RUSHING
CLERK OF CIRCUIT COURT
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RESTATED AND AMENDED
ARCHITECTURAL PLANNING CRITERIA
for
THE GROVE AT BEEKMAN PLACE
(formerly known as Hamlets Grove)

The following Amended and Restated Architectural Planning Criteria and Rules and Regulations have been adopted for the Subdivision known as the Grove at Beekman Place, formally known and referred to as "Hamlets Grove". These Restated and Amended Architectural Planning Criteria amend and supersede the Architectural Planning Criteria executed December 8, 1986 as recorded in Official Records Book 1908, Pages 1340-1347 inclusive.

1. CREATION, DUTIES AND POWERS OF Architectural Review Board (hereinafter referred to as "ARB"). The Declaration of Restrictions, Limitations and Conditions and Agreements for Hamlets Grove, as amended per the Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of the Grove at Beekman Place dated December 15th, 1989, require the establishment of an Architectural Review Board. The ARB shall have the right to either approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screened enclosure, grading, drainage plan, drain, mailbox, solar energy device, decorative building, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in this subdivision, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

2. BUILDING TYPE. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling containing more than one thousand four hundred (1,400) square feet of livable enclosed floor area (exclusive of open or screen porches, terraces, and garages, not to exceed thirty-five (35) feet in height and having an enclosed garage for not less than two (2) large-sized cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the

residential dwelling, nor can any such structure(s) be constructed prior to commencement of construction of the main residential dwelling.

3. PRELIMINARY PLAN APPROVAL. In order to facilitate the preparation and ultimate approval of construction plans, any property owner may submit preliminary drawings or other writing prior to the preparation and submission of the final working drawings and specifications and the ARB will review and indicate its approval, disapproval or recommendations on the matter reflected thereon.

4. EXTERIOR COLOR PLAN. The ARB shall have the right of final approval of all color plans and each owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural earth tone color scheme of and for Hamlets Grove. No color schemes may be changed without the approval of the ARB.

5. ROOFS. Flat roofs shall not be permitted on the main body of any building with the following exceptions: (a) flat roofs may be permitted on Florida rooms, porches and patios upon specific approval of the ARB; and (b) flat roofs may be permitted on a part of the main body of a building, particularly if modern or contemporary in design, upon specific approval of the ARB. No built-up roofs shall be permitted. The composition of all pitched roofs shall be either tile, cedar shake shingle, slate or concrete construction, or such other composition or material as may be approved by the ARB. All required heat and plumbing vents shall not penetrate the roof on the road side of the building unless determined to be absolutely necessary by the ARB. In all events, such vents shall be painted the same color as the roof.

6. GARAGES. No house shall be constructed in this subdivision without provision for a garage adequate to house at least two (2) large-sized American automobiles. All garages must have doors that are to be maintained in a useful condition and that

are operated by electric door openers. No garage shall be permanently enclosed or converted to other usage without the substitution of another enclosed garage upon the lot.

7. DRIVEWAY CONSTRUCTION. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with concrete or asphalt, unless prior approval for other materials is obtained from the ARB. Where curbs are required to be broken for driveway entrances, the curb shall be repaired by owner in a neat and orderly fashion acceptable to the ARB. No portion of such driveway shall be located closer than three (3) feet from the side line of any lot or building.

8. DWELLING QUALITY. The ARB shall have right of final approval of all exterior building materials. The ARB shall discourage the use of imitation material for facades and encourage the use of materials such as brick, stone, wood and stucco, or a combination of the foregoing.

9. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for the following:

a. The exclusive sales agent for the original building of a single-family residence on any lot(s) may place one professional sign advertising the property for sale.

b. Homeowners shall not display or place any sign of any character, including "for rent" or "for sale" signs, except that a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the homeowner or his designated representative is in attendance and said house is actually open for inspection by the public.

c. During the course of construction of improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the building, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued. The building permit for such construction may be placed on the reverse side thereof.

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d. Prior to erection of any of the foregoing signs, such signs must be approved by the ARB as to size, design, location and content.

10. GAMES AND PLAY STRUCTURES. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of the lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

11. FENCES AND WALLS. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

12. SWIMMING POOLS AND TENNIS COURTS. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

a. Composition to be of material thoroughly tested and accepted by the industry for such construction.

b. Location and construction of tennis or badminton courts must be approved by the ARB.

c. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

d. All swimming pool equipment, such as pump and heater, shall be screened from view.

If any owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB, the objective being to screen any such use from public view.

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13. GARBAGE AND TRASH CONTAINERS. No lot shall be used, permitted to be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which is to be constructed with each dwelling in a location approved by the ARB.

14. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, except that any lot may be used as a sales office during the development of The Grove at Beekman Place, either by the initial developer, or any subsequent, developer/builder, including, but not limited to Whitehall Development Corporation and Qualls, Inc., their successors and assigns. Hamlets Grove, or other developments by Developer in the same areas.

15. AIR CONDITIONING UNITS. No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall, or shrubbery so as to minimize any noise.

16. MAILBOXES. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot. A central delivery mail system shall be provided for the use of all lot owners by the developer, or its successor in interest, at a reasonable cost. Said central delivery mail system/mailboxes shall be subsequently maintained and owned by The Grove at Beekman Place Association, Inc., formerly known as The Hamlets Grove Association, Inc.

17. SIGHT DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (5) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at

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points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

18. UTILITY CONNECTIONS. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to minimize any potential hazard and/or obstruction.

19. SETBACKS. All houses constructed on lots within the subdivision must be a minimum 20 feet from the edge of the public and/or private street on which said lot is located, 10 feet from the rear of each such individual lot and a total of 18 feet on both sides of said lot, with a minimum of 8 feet on one side of the lot and 10 feet on the other side of said lot. All distances with respect to each such individual lot should be measured from the edge of the closest roof eave to the respective property line and/or street edge.

20. ARB REPORTS. The ARB's approval or disapproval, as required in the foregoing Architectural Planning Criteria, shall be delivered in writing to the Board of Directors of the Association and to the lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within five (5) working days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed by its undersigned duly authorized officers, the day and year first above written.

WHITEHALL DEVELOPMENT
CORPORATION

By 
Ronald Mustari, President

QUALLS, INC., a Florida corporation

By: Howard Dunnington
Howard Dunnington
Vice President

THE GROVE AT BEEKMAN PLACE
ASSOCIATION, INC., formerly
known as The Hamlets Grove
Association, Inc.

By: Ronald Mustari
Its President

ATTEST

By: Joanne Mustari
As its Secretary

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared RONALD MUSTARI, as President of WHITEHALL DEVELOPMENT CORPORATION, in and who executed the foregoing instrument, and he acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he is duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 10th day of December, 1989.

Marie C. Meyer
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JULY 8, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HOWARD DUNNINGTON, as Vice President of QUALLS, INC., a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he is duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 14th day of December, 1989.

But M. Meyer
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 25, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA

COUNTY OF SARASOTA

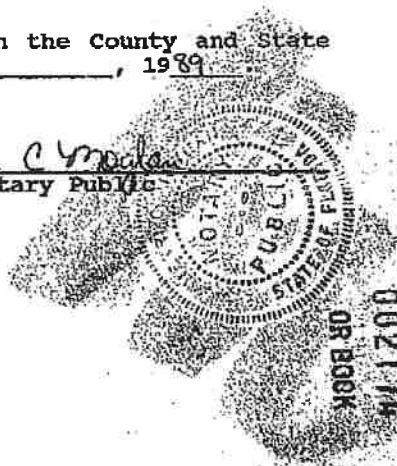
I HEREBY CERTIFY that on this day, before, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ronald Mustari, as President of THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC., formerly known as The Hamlets Grove Association, Inc., a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he is duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 15th day of December, 1989.

Maria C. Moulton
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JULY 6, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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KAREN E. RUSKIN
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL

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THE SECOND AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS, LIMITATIONS, CONDITIONS AND
AGREEMENTS OF THE GROVE AT BEEKMAN PLACE
(Formerly known as Hamlets Grove)

THIS AMENDED AND RESTATED DECLARATION is made and executed
this 2nd day of November, 1990, by WHITEHALL DEVELOPMENT
CORPORATION, a Florida corporation, QUALLS, INC., a Florida
corporation, hereinafter referred to as "Owners".

WITNESSETH:

WHEREAS, the Winthrop Group, Inc., a Florida corporation was
the initial owner and developer of a tract of land in Sarasota
County, Florida, previously known and referred to as the "Hamlets
Grove" and, initially, improved, developed and subdivided said
tract of land for the purposes of granting, selling and conveying
subdivided portions of said lands for various purposes, including
residential, recreational and commercial uses, all in accordance
with an outlying development plan previously approved by the County
of Sarasota in accordance with Sarasota County's Planned Unit
Development Ordinance; and

WHEREAS, the Winthrop Group, Inc., as Developer previously
adopted a Declaration of Maintenance Covenants and Restrictions on
The Commons for the Hamlets, all relating to the ownership,
development, use and management of the Common Areas to be
established, or established in "The Hamlets" development, which
Declaration of Maintenance Covenants is recorded in Official
Records Book 1710, Page 0975, Public Records of Sarasota County,
Florida; and

WHEREAS, simultaneous y with the Declaration of Maintenance
Covenants, Developer, Winthrop Group, Inc. platted a portion of
said land within the development formerly known as "The Hamlets"
into a subdivision formerly known as "Hamlets Grove", and, in order
to establish protective covenants covering the development,
improvement and usage of the lands contained in the "Hamlets Grove"
subdivision for the benefit and protection of said subdivision, the
Developer, Winthrop, and the purchasers of lots in this
subdivision executed and recorded a Declaration of Restrictions,

Limitations, Conditions and Agreements of The Hamlets Grove, being dated December 8, 1986, and initially recorded in Official Records Book 1908, Pages 1290 through 1347, inclusive, Public Records of Sarasota County, Florida;

WHEREAS, Article VIII of the Declaration of Restrictions, Limitations, Covenants and Agreements of Hamlets Grove dated December 8, 1986, as referenced above, provided for change, amendment and/or termination of said Declaration by an instrument signed by owners of two-thirds of the lots in the subdivision; and

WHEREAS, Owners presently hold fee simple title to two-thirds or more of the individual, subdivided lots within the subdivision development originally known as the "Hamlets Grove", and such owners, by this written instrument, being filed of public record in and among the Public Records of Sarasota County, Florida, desire to amend and restate the original Declaration of Restrictions, Limitations, Covenants and Agreements of "Hamlets Grove", and to rename the subdivision so that it will be known hereafter as the "Grove at Beekman Place", all as more specifically set forth herein.

NOW, THEREFORE, owners do hereby declare that the land hereinafter described in Article II shall be and is hereby bound by the restrictions, limitations, conditions and agreements set forth in these presents and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions and agreements, which shall constitute covenants running with the title to said land, to wit:

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

A. "Developer" shall mean original developer, the Winthrop Group, Inc., a Florida corporation, its successors and assigns.

B. "Beekman Place" shall mean and refer to all of the property commonly known and referred to by such name, which was previously known as the "Hamlets" and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

C. "Property" shall mean and refer to any lot or other parcel of land located in the subdivision originally known as "Hamlets Grove" and hereafter, to be known as the "Grove at Beekman Place", as described in Article II hereof, including all improvements located thereon.

D. "Lot" shall mean and refer to any numbered lot as reflected on the plat of "Hamlets Grove" subdivision as recorded in Plat Book 31, Page 35 of the Public Records of Sarasota County, Florida and as more particularly described in Article II hereof, including all improvements located thereon.

E. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations or other legal entities, of the fee simple title to any lot or parcel of land which is a part of the Property.

F. "Covenants" shall mean and refer to the original Declaration of Covenants applicable to all of the "Hamlets" as recorded in Official Records Book 1710, Page 0975, Public Records of Sarasota County, Florida.

G. "Common Area" or "The Commons" shall mean and refer to all real property located in "The Hamlets" (now known as "Beekman Place"), which has heretofore or which may hereafter be specifically set aside by Developer or any successors to said Developer, or deeded to The Hamlets Association (now known as The Beekman Place Association) for the common use and enjoyment of all property owners in "The Hamlets", now known as Beekman Place, as members of said Association.

H. "Neighborhood Common Area" shall mean and refer to any of the real Property located within The Hamlets Grove subdivision, now known as The Grove at Beekman Place, which may have been set aside by the original Developer, or deeded to The Hamlets Association, Inc., now known as The Beekman Place Association, or

which hereafter, may be set aside and/or deeded by the successor in interest to said Developer, for the common use and enjoyment of Owners of Property in The Hamlets Grove subdivision, now known as The Grove at Beekman Place, as members of The Hamlets Association, Inc., now known as The Beekman Place Association.

I. "The Beekman Place Association" shall mean and refer to as The Beekman Place Association, Inc., a Florida corporation not for profit, which corporation was formerly known as "The Hamlets Association, Inc.", a corporation formed for the primary purpose of owning, improving, maintaining and managing the Common Areas of "The Hamlets", now known as Beekman Place, and whose membership is comprised of all Owners of Property in the development formerly known as "The Hamlets", and now known as "Beekman Place". Copies of the Articles of Incorporation and Bylaws of said corporation are attached to the Declaration of Covenants hereinabove referred to and recorded in Official Records Book 1710, Page 0975, Public Records of Sarasota County, Florida.

J. "The Grove at Beekman Place Association" or "Association" shall mean and refer to The Grove at Beekman Place Association, Inc., a Florida corporation not for profit, which corporation, was originally known as "The Hamlets Grove Association, Inc." and which was formed for the primary purpose of assuring that all prospective owners of lots in "Hamlets Grove", now known as "The Grove at Beekman Place" are compatible and congenial and, also, for the purpose of enforcing these Restrictions and improving and maintaining any other Neighborhood Common Areas of The Grove at Beekman Place. This document is the Amendment and Restatement of the Declaration of Restrictions made and executed December 8, 1986 and recorded in Official Records Book 1908, at Page 1290, et. seq., of the Public Records of Sarasota County, Florida, to which the Articles of Incorporation and Bylaws of The Grove at Beekman Place Association, formerly known as "The Hamlets Grove Association, Inc.", make reference. Copies of the Articles of Incorporation and Bylaws as originally made and executed are filed of public record together with the original Declaration of Restrictions,

Limitations, Covenants and Conditions and Agreements of Hamlets Grove and the Articles of Amendment to Articles of Incorporation and the Second Amended and Restated Bylaws are attached hereto as Exhibits "B" and "C", respectively, and made a part hereof.

K. "Public Roads" shall mean and refer to those roads or streets within "The Hamlets", now known as "Beekman Place" heretofore or hereafter dedicated by the Developer, or its successor in interest, to the County of Sarasota or other governmental authority and to be maintained at public expense.

L. "Private Roads" shall mean and refer to those roads which are common to "The Hamlets", now known as "Beekman Place" as a whole and which are available for the common use and enjoyment of all Owners in "The Hamlets", now known as "Beekman Place", which roads are to be maintained by "The Beekman Place Association", formerly known as "The Hamlets Association, Inc."

M. "Limited Private Roads" shall mean and refer to those roads which are common only to a certain limited area of "The Hamlets", now known as "Beekman Place" (such as a specific subdivision or condominium within said residential development) and which are available for the common use and enjoyment only of the Owners of Property in such limited area, which road shall be maintained by a neighborhood or condominium association, as may be provided by said Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to the original Declaration, as amended and restated herein is located in Sarasota County, Florida, and is legally described as follows:

Hamlets Grove, a subdivision, as per plat thereof recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.

Said property is sometimes hereinafter referred to as "this subdivision".

ARTICLE III

REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

This subdivision is an integral part of a larger development formerly known as "The Hamlets" and now known as "Beekman Place". All of "Beekman Place" has been developed and is continuing to be developed as a planned unit development in accordance with an Outline Development Plan heretofore approved by the County of Sarasota in accordance with the County's planned unit development ordinances, as such plan may be changed or modified from time to time hereafter. In connection with such development, certain land areas, referred to as "Common Areas", have, from time to time and shall continue from time to time hereafter be set aside by either the original Developer, or its successor in interest, or deeded to the Beekman Place Association, formerly known as The Hamlets Association, Inc., as a portion of the required open space of said development and will thereafter become available for the common use or enjoyment of all property owners in "Beekman Place", formerly known as "The Hamlets". Said Common Areas may include, by way of illustration and not by way of limitation, private roads, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. These Common Areas have been designated and will continue to be designated as such either on the original plats, amended plats or in other documents which have been recorded and may continue to be recorded from time to time the original Developer, or any successor in interest thereto. In addition, certain land areas, referred to as "Neighborhood Common Areas", have been set aside by the original Developer and will be continued to be set aside by any successor in interest thereto, or other owners, as applicable, from time to time in some subdivision or condominium areas or deeded to subdivision or condominium associations as a portion of the required PUD open space and, in such event, are available and will continue to be available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Areas being designated and will continue to be designated as such either

on plats or in such other documents which will be recorded by the original Developer or its successor in interest thereto from time to time.

In order to establish, protect and preserve the quality of this subdivision, all prospective purchasers and Owners of lots in The Grove at Beekman Place subdivision, formerly known as The Hamlets Grove subdivision, have been required and shall continue to be required to become members of The Grove at Beekman Place Association, formerly known as The Hamlets Grove Association, Inc., and to maintain such membership in good standing. Furthermore, membership of each and every property owner in "Beekman Place", formerly known as "The Hamlets", in The Beekman Place Association, formerly known as The Hamlets Association, Inc., is hereby stated and recognized to be a necessary and essential part of the orderly development of "Beekman Place" as a planned unit development. Therefore, all prospective purchasers and Owners of lots in this subdivision shall also be required to become members of "The Beekman Place Association", formerly known as "The Hamlets Association, Inc." and to maintain such membership in good standing.

The purpose and objective of each of said associations is as follows:

A. The Grove at Beekman Place Association (formerly known as The Hamlets Grove Association, Inc.). The primary purpose of this association is to insure to all property owners and other members of said corporation that the property in this subdivision shall at all times be occupied by a colony of compatible and congenial persons and, in addition, to insure such grantees and owners of property in this subdivision of a continuing and concerted program for maintenance and management of the properties in this subdivision, including enforcement of these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; provided, however, that this restriction shall not be construed or applied so as to

preclude anyone from membership in said Association based upon race, color, creed or national origin.

B. The Beekman Place Association (formerly known as The Hamlets Association, Inc.). The purpose of this association is to own, improve, maintain and manage the common areas of "Beekman Place", formerly known as "The Hamlets" in accordance with said corporation's Charter, Bylaws, the Covenants recorded in Official Record Book 1710, Page 0975, Public Records of Sarasota County, Florida, as subsequently amended and/or restated, and in accordance with any and all applicable ordinances of the County of Sarasota regulating planned unit developments.

C. Right of Assessment. Each of the aforesaid associations shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the property in this subdivision.

D. Transfer Fee. The Grove at Beekman Place Association, formerly known as "The Hamlets Grove Association, Inc." shall have the right to charge a reasonable fee to any seller for transfer of new owner information relative to bookkeeping purposes.

ARTICLE IV

ARCHITECTURAL CONTROL

1. Necessity of Architectural Review and Approval. No original improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy devise, decorative building, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association within five (5) working days. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the architectural planning criteria of the Association, a copy of which is attached hereto as Exhibit "D", as the same may be amended from time to time hereafter.

2. Architectural Review Board. The architectural review and control functions of The Grove at Beckman Place Association (hereinafter referred to as the "Association") shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of no less than three (3) nor more than seven (7) members, who need not be members of the Association. Developer, shall have the right to appoint (and, at its discretion, to replace) all of the members of the ARB, or such lesser number as Developer, successor in interest and/or owners, may choose, until such time as Developer, or its successor in interest, in its sole discretion, assigns such right to the Association, or owns less than fifteen per cent (15%) of the lots in this subdivision. Members of the ARB as to whom either Developer, its successor in interest and/or owners may have relinquished the right of appointment, and all members of the ARB after such assignment assigns such right to Association, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors of the Association; except that Developer, or its successor in interest, or, alternatively, the owners of more than two-thirds of the lots in the subdivision, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by either Developer, its successor in interest or owners, as applicable. In any event, Developer's right of appointments to the Board shall remain in Developer, or its successors and assigns, until five (5) years from the date of recordation of this Second Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of the Grove at Beckman Place, or, until December 31, 1995, whichever date occurs first.

3. Powers and Duties of the ARB. The Architectural Review Board shall have the following powers and duties:

(a) Modification of Architectural Planning Criteria To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the architectural planning criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(b) Submission of Plans. To require submission to the ARB of two (2) complete sets of construction plans and specifications for all improvements and structures of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement, the construction or placement of which is proposed upon any lot in this subdivision. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as to not increase the surface water runoff from such lot onto neighboring properties. Whenever required by the ARB, the owner of such lot shall also furnish a drainage plan of his lot. The ARB may also require submission of samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning

criteria. In order to facilitate the preparation and ultimate approval of construction plans, any Property Owner may submit preliminary drawings or other writings prior to the preparation and submission of the final working drawings and specifications and the ARB agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

(c) Approval of Plans. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in this subdivision, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. Upon final approval of an owner's plans either as originally submitted or as subsequently modified in accordance with the recommendations of the ARB, one set of such plans shall be marked "approved" and returned to the owner and one set shall be retained in the permanent files of the ARB.

(d) Fees. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

(e) Failure to Approve. Should the Association fail to either approve or disapprove the plans and specifications submitted to it by the Owner of a lot or lots within this subdivision within five (5) days after written request therefor, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the other covenants or restrictions herein contained.

4. Time Limitation on Completion of Construction. All construction shall be completed within nine (9) months of the commencement date of construction. No occupancy of such premises

shall be permitted until a certificate of occupancy is issued by the County of Sarasota.

ARTICLE V

RESTRICTIONS

1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose; provided, however, that this restriction shall not be deemed to apply to Common Areas or to Neighborhood Common Areas. No business or commercial building may be erected on any lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any lot without prior ARB approval thereof as elsewhere herein provided. Notwithstanding the foregoing, Developer, or its successor in interest shall have the right from time to time to construct model homes in this subdivision and also to erect and maintain temporary sales offices in this subdivision.

2. No Trailers or Temporary Buildings. No tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the written consent of either Developer, or its successor in interest.

3. Garages Required. No house shall be constructed on any lot without provision for a garage or carport adequate to house at least two large sized American automobiles; provided, however, that the ARB shall approve carports only in those situations where construction of a garage is deemed impracticable. All garages must have doors that are to be maintained in a useful, working condition. Except when a garage is in actual use, garage doors must be kept closed.

4. Antenna. No aerial or antenna shall be placed or erected upon any lot or affixed in any manner to the exterior of any building in this subdivision.

5. Boats and Motor Vehicles. No boats, campers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and motorcycles shall be placed, parked or stored upon any lot, nor shall any maintenance or repair be

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performed upon any boat or motor vehicle upon any lot, except for minor emergency repairs or where such repairs are made within a building where such vehicle is totally screened from public view.

6. Landscaping. Sodding will be required on all front and side yards. Seeding and/or sprigging will be permitted in rear yards. On corner lots, sodding will be required on the front and sides.

7. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARB.

8. Screening of Air conditioner Compressors, Garbage Containers and Clothes Drying Areas. All garbage or trash containers must be located under ground or placed within screened or walled-in areas so that they shall not be visible from adjoining streets, lots or waterways. No portion of any lot shall be used as a drying or hanging area for laundry of any kind, except upon being adequately screened from public view and approved by the ARB. Air conditioner compressors shall be similarly screened from view and buffered by wall or shrubbery so as to reduce the noise level resulting from operation thereof.

9. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become an annoyance or nuisance to the neighborhood, including, without limitation, the following:

(a) Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet, shall be kept on any lot.

(b) Trades. No manufacturing, trade, business, commerce, industry, profession, or any other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof or in any building or other structure erected thereon.

(c) Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to

remain anywhere thereon. The owners of the lots in this subdivision shall be responsible for the maintenance of parkways located between their respective lot lines and the streets upon which said lots face. all owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times.

(d) Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including walls, fences, screen enclosures, and so forth, in good and safe condition and repair of any damage, decay or evidence of wear and tear on the exterior of any building shall be made promptly.

(e) Boarding up Homes. Houses may be boarded up only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days, whichever is shorter.

(f) Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his residence, lot or other improvements situate on said lot, in full compliance with these restrictions, Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises and such entry by Association and its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said Owner to the Association within thirty (30) days after submission of a bill therefor.

(g) Lien rights of Association. In the event of Owner's failure or refusal to pay such expense, Association shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Sarasota County, Florida and a copy thereof mailed to such Owner at his last known mailing address. If such lien is not paid within ten (10) days after the filing thereof, Association shall have the right to foreclose the same in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of such expenses, Association shall be entitled to recover

form the Owner of said Property all costs, including reasonable attorneys fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien.

(h) Resolution of Disputes. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of Association, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

10. Signs. No sign or any kind shall be displayed to the public view on any lot except for the following:

A. The exclusive sales agent for the original builder of a single-family residence on any lot may place one professional sign advertising the property for sale.

B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs, except that a sign displaying the word "open", not to exceed two (2) square feet, may be displayed during any time the homeowner or his designated representative is in attendance and said house is actually open for inspection by the public.

C. During the course of construction of improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued.

11. Setback Line. No dwelling, building or any other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and so forth), shall be erected or placed upon any part of a lot so that any portion of said dwelling, building or structure (including eaves or overhangs) exceeds the Sarasota County setback requirements unless stated otherwise in these documents. Where lots have curved property lines, then the aforesaid setback distances shall be measured at right angles with tangents to the curve from one lot corner to the other. All other setbacks shall be measured at right angles to the property line.

12. Exceptions to Setback Restrictions. Terraces, patios, walls, fences, low platforms, or steps, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction shall not

interfere with the exposure or view or reasonable privacy of adjoining or facing properties, upon approval by the ARB. No structure, wall, fence or hedge between two (2) and six (6) feet in height shall be constructed, erected, placed, planted, set out, maintained or permitted upon any lot within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of the restrictions in Section 11 of this Article V.

ARTICLE VI

UTILITY AND DRAINAGE EASEMENTS

Developer, and its successors in interest and/or subsequent owners, including the owners, referenced herein, hereby reserves, for itself, its successors or assigns, a ten (10) foot easement along the rear of each lot for utility purposes, and an easement ten (10) feet in width (five (5) feet on either side) along the front and side lines of each lot for drainage and public utility purposes. Developer, and its successors in interest and/or subsequent owners, including, but not limited to the undersigned owners, reserves the right to assign, in whole or in part, any and all of such reserved easement rights for such purposes as may be deemed necessary or desirable for the servicing of said lands. Any walls, fences, paving, planting or other improvements constructed, placed or planted on the property over which the easement lies may be removed, if required for utility installation or maintenance purposes, by the Developer, its successors in interest, including, but not limited to the undersigned owners, or its assigns, at the expense of the Owner of any such lot and Developer, its successors in interest, including, but not limited to the undersigned owners, shall not be required to replace the same. Where a single residence is located on more than one lot, or portions of several lots, then the aforementioned side lot line easement shall not be located along the side lines of each lot as platted, but, in lieu

thereof, shall be located along the side lines of the lots or portions of lots combined for a building site.

ARTICLE VII

COMMON AREAS AND NEIGHBORHOOD COMMON AREAS

EXEMPTED FROM RESTRICTIONS

Notwithstanding anything to the contrary herein set forth, the Common Areas of "Beekman Place", formerly known as The Hamlets, and the Neighborhood Common Areas of this subdivision, if any, are not subject to the terms and conditions of this Declaration. Developer, and its successors in interest, reserves the right to transfer at any time and from time to time, all or any part of the Common Areas either to the County of Sarasota or to The Beekman Place Association and to transfer the Neighborhood Common Areas, if any, to The Grove at Beekman Place Association. Developer, and its successors in interest, further reserves the right in the making of such transfers to place such restrictions, limitations and covenants of usage thereon as it may deem appropriate, and said Associations shall be obligated to accept the title thereto subject to such restrictions.

ARTICLE VIII

USAGE OF PRIVATE ROADS AND COMMON AREAS

1. Private Roads. On the plat of this subdivision, the original Developer granted to all property owners in this subdivision the nonexclusive and perpetual right of ingress and egress over and across the private roads reflected on said plat; reserving, however, the right to grant similar rights of ingress and egress over and across said private roads to the public and to property owners in future sections of "Beekman Place" as the same is hereafter developed. Such grant shall be deemed to include the right of use of said roads not only by each property owner but also their respective guests, invitees and domestic help, delivery, pickup and sanitation services, representatives of utilities servicing said property, United States mail carriers, representatives of fire departments, police departments, and other necessary municipal, county, special district, state or federal

agencies, holders of mortgage liens on said property and such other similar persons as Developer, and its successors in interest, or any owner or lessee of property in this subdivision may from time to time designate. This right of ingress and egress shall be appurtenant to and shall pass with the title to each lot in this subdivision as the same may be conveyed from time to time without necessity of specific reference thereto.

All common areas such as roads and internal lakes shall be owned by The Grove at Beekman Place Association, Inc., who shall provide for their perpetual maintenance from maintenance fees assessments provided for in Article IX of this Declaration of Restrictions, Limitations, Conditions, and Agreements. Included in such maintenance shall be any amount taxed by any governmental subdivision or property taxes for said land.

ARTICLE IX

MAINTENANCE AND OPERATION ASSESSMENTS

In addition to the specific rights of assessment of members of the Association as hereinabove set forth, Association shall also have the right to levy annual assessments against the owners of lots in this subdivision and for the general purposes and objectives of said Association as set forth herein and in the Articles of Incorporation and Bylaws of said Association. Such assessments shall be on the basis of one ninety-eighth (1/98) per platted lot in this subdivision and shall initially be set by the Board of Directors. Thereafter, the Association's Board of Directors may increase the amount of the annual assessment if it is determined by the Board that such increase is appropriate in order to meet the general purposes and objectives of the Association, but in no event may an assessment exceed one hundred twenty-five per cent (125%) of the assessments for the preceding year.

In the event a lot is subdivided between two owners, then the assessment of such lot shall be prorated on the basis either of square footage or roadway lineal footage whichever is deemed most equitable by the Association's Board of Directors. Procedures for

the adoption of an annual budget, mailing of assessment notices and collection of such assessments shall be as set forth in the Articles of Incorporation and Bylaws of the Association. If the aforementioned assessment is not paid when due, the Association shall have the right either to bring suit against the delinquent owner and to file a lien against such owner's lot, and said lien may be enforced as hereinabove provided in Paragraph 10(g) of Article V.

ARTICLE X

RESUBDIVIDING

No lot or contiguous group of lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of lots than that shown on the plat of this subdivision for the same area. A residential site may consist of one (1) or more lots; all of one lot; one lot and a part of a contiguous lot or lots; or any other combination of contiguous parts of lots which shall form one plot of land suitable for use as a site for a residence, but no site which changes the lot, as originally platted, shall have a front or rear dimension of less than is contained in the smaller adjoining lot shown on the original plat of this subdivision. In the event of the division or subdivision of any lot, as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot shall be and become proportionately attributable and chargeable to the contiguous lot, and the owner thereof, to and with which all or portions of the divided or subdivided lot become consolidated. In the event that more than one lot is developed as a building site, the provisions of these covenants and restrictions shall apply thereto as to a single lot (except as to assessments). No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted lot according to the recorded plan of this subdivision.

ARTICLE XI

MODIFICATION AND AMENDMENT

Developer, its successors and assigns, hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of the grantees of other lots or adjoining or adjacent property) to modify those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, right of first refusal, mortgage redemption privileges, building plans, signs, architectural committee, maintenance of parkways, screening of garbage receptacles, clothes lines and air conditioner compressors, and any such deviation or variance shall be evidenced by agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in this subdivision, and the same shall remain fully enforceable as to all other lots located in this subdivision, by the Successor/Developer, successors or assigns, and the grantees of other lots except as against the lot where such deviation is permitted.

ARTICLE XII

ASSIGNMENT AND CONTROL BY DEVELOPER

Developer, and its successors in interest, including, but not limited to the undersigned owners, owning more than two-thirds of the lots in the subject subdivision, may assign any and all of its rights, title, interest, powers, duties, obligations and privileges reserved hereunder to The Beekman Place Association, The Grove at Beekman Place Association, or to any other corporation, association or person.

At such time as Developer has sold seventy-five per cent (75%) of the lots in the subdivision, or five (5) years from the date of recordation of this Second Amended and Restated Declaration of Restrictions, Limitations, Covenants and Agreements of The Grove at Beekman Place, or, December 31, 1995, whichever date occurs first, Developer shall no longer have the rights afforded it in this Article or in Article XI.

ARTICLE XIII

GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with the title to the Property, and shall inure to the benefit of and be enforceable in accordance with its terms by the Developer, or its successors in interest and/or assigns, the Association or the Owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots in this subdivision has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

2. Notice. Any notice required to be sent to any member or Owner under the terms and provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Successor/Developer, The Grove at Beekman Place Association, or any owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall include reasonable attorney's fees incurred by Successor/Developer or the Association in seeking such enforcement.

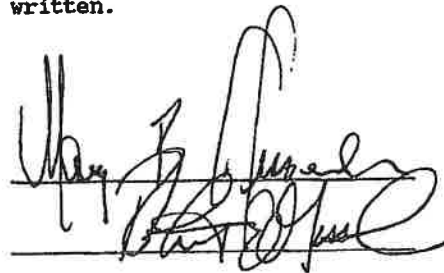
4. VA Approval. Until such time as the Developer has assigned any and all of its rights, title, interest, powers, duties, obligations and privileges reserved hereunder to the Beekman Place Association or The Grove at Beekman Place Association, or has sold Seventy-five Per cent (75%) of the lots in this subdivision, any amendment of this Declaration must be joined in and consented to by the Department of Veterans Affairs.

5. Severability. Invalidation of any one of these covenants and restrictions by Stipulation, Agreement, Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

6. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of each class of the membership; provided; however, that so long as Developer is the owner of at least twenty-five per cent (25%) of the lots in this subdivision, or five years from the date of recordation of this Second Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place, or, December 31, 1995, whichever date occurs first, no amendment will be effective without Developer's express written joinder and consent.

7. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

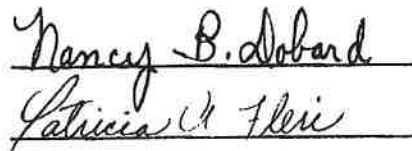
IN WITNESS WHEREOF, the undersigned owners, Whitehall Development Corporation, a Florida corporation, and Qualls, Inc., a Florida corporation, being owners of more than two-thirds of the voting interest in the membership of the Association and owners, of record title of more than two-thirds of the lots in the subject subdivision have caused these presents to be executed by its undersigned duly authorized officers, the day and year first above written.



WHITEHALL DEVELOPMENT
CORPORATION

By: 
Ronald Mustari, President

QUALLS, INC.



By: 
Edgar L. Fleri,
Its Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared RONALD MUSTARI, to me known to be the person described as President of WHITEHALL DEVELOPMENT CORPORATION, a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he is duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 1 day of November, 1990.

NOTARY PUBLIC STATE OF FLORIDA
RECEIVED: A.P. NO. 10,1001
COUNTY OF SARASOTA, FLA.

My Commission Expires:

Notary Public

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared EDGAR L. FLERI, to me known to be the person described as Vice-president of QUALLS, INC., a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he is duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this 2nd day of November, 1990.

My Commission Expires:

Notary Public

J. MORRIS E. SCOTT
Notary Public, State of Florida
MY COMMISSION EXPIRES FOR 1991

APPROVAL BY THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.

NOT FOR PROFIT

(Formerly known as The Hamlets Grove Association, Inc.)

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Amended and Restated Declaration of Restrictions, Limitations, Conditions and Agreements of The Grove at Beekman Place, formerly known as Hamlets Grove, and said Association agrees to exert its efforts to accomplish the objectives and purposes of these Amended and Restated Restrictions and thereby to progress the plan of development and maintain the amenities afforded to the Owners of Property in The Grove at Beekman Place. Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws, as amended and restated, and under the foregoing Amended and Restated Declaration of Restrictions and to levy an assessment against the Property Owners in The Grove at Beekman Place, pursuant to the formula set forth in these Amended and Restated Restrictions, which will be sufficient to accomplish the purposes and objectives of the Association.

Association further agrees to accept title to the Neighborhood Common Areas of The Grove at Beekman Place, if any, as determined

by and transferred to it from time to time by Developer, or its successors in interest and/or assigns, as the case may be, subject to such easements, reservations, restrictions and limitations upon usage as either Developer, or its successors in interest and/or assigns, deems appropriate, and thereafter to maintain said Neighborhood Common Areas for the benefit of the Property Owners in The Grove at Beekman Place, to use the same as prescribed or limited, and to pay all taxes which may subsequently become due and owing thereon.

Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by either Developer, or its successors in interest and/or assigns, whether such duties be established under the Resolution adopted by the County of Sarasota approving development of "Beekman Place", formerly known as The Hamlets, as a planned unit development, the ordinances of the County relative to planned unit development, or such other duties as may be appropriately assigned under the aforesaid Restrictions.

THE GROVE AT BEEKMAN PLACE
ASSOCIATION, INC.

By: *Robert M. Mustard*
As President

ATTEST:

By: *Jeanne T. Mustard*
As Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Robert M. Mustard and Jeanne T. Mustard, who are the President and Secretary, respectively, of THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the foregoing document in the name of and on behalf of said corporation, as such officers for the purposes therein set forth.

WITNESS my hand and official seal in the County and State named above, this 6 day of November, 1990.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
No. 12915-1057-UP, exp. 10.10.98
NOTED THE OFFICIAL SEAL.

EXHIBIT "A"

DESCRIPTION

PARCEL 1

A parcel of land situate in Sections 4 & 9, Twp. 36 S., Rge. 18 E, Sarasota County, Florida, being the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 4 and the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, less the West 594' and that portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 9, being more particularly bounded and described as follows:

Being at a concrete monument found at the NE corner of said Sec. 9; thence S 00°11'54" E along the East line of said Sec. 9 2604.76' to an iron pipe found at the E $\frac{1}{2}$ of said Sec. 9; thence N 89°15'20" W along the South line of the NE $\frac{1}{4}$ of said Sec. 9 1351.27'; thence N 00°10'14" W along the West line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Sec. 9 720.35'; thence N 88°47'55" W 756.98'; thence N 00°08'35" W along a line parallel with and 594.0' Easterly from the West line of the NE $\frac{1}{4}$ of Sec. 9 1911.96' to the North line of said Sec. 9; thence S 88°20'29" E along said North line 713.21' to an iron pipe found; thence N 00°07'08" W along a line parallel with and 43.0' Westerly from the West line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 4 660.95'; thence S 88°33'55" E along the North line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 4 1392.20'; thence S 00°13'17" E along the East line of Sec. 4 666.42' to the P.O.B. Containing 135.445 acres±.

PARCEL 2

Begin at the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, Township 36 South, Range 18 East, Sarasota County, Florida; thence East along and with the North line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ nine chains; thence South parallel with the West line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ nine chains; thence West parallel with North line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ nine chains; thence North nine chains to Point of Beginning.

** OFFICIAL RECORDS **
BOOK 2255
PAGE 735

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
(formerly known as Hamlets Grove Assn., Inc.)

** OFFICIAL RECORDS **
BOOK 2255 PAGE 736

ARTICLE IV of the Articles of Incorporation of THE GROVE
AT BEEKMAN PLACE ASSOCIATION, INC. is amended to read as follows:

ARTICLE IV. - MEMBERS

The membership of this Association shall consist of all of the owners of property located in The Grove at Beekman Place, as described in Paragraph A of Article II hereof, and all such property owners shall be members of the Association. There shall be three classes of such members, as follows:

1. Class A Members. Class A members shall be all property owners in The Grove at Beekman Place, other than the Class B member. Owner of such property shall automatically become Class A members upon purchase of property in The Grove at Beekman place. Applicants for membership shall be of good moral character and shall otherwise fully comply with such other qualifications as may be prescribed in the Bylaws of the Association or in Rules and Regulations adopted by the Board of Directors.

2. Class B Members. Class B members shall be Whitehall Development Corporation, Inc., a Florida corporation, as developer of The Grove at Beekman Place (herein referred to as "Developer"), or its successors, designee or assignee, if such membership is specifically assigned.

3. Class C Members. Class C members shall be tenants in occupancy of homes owned by Class A members. All prospective tenants of such property owners in The Grove at Beekman Place shall be required to apply and qualify for membership in Association in the same manner as Class A members. However, Class C members shall be non-voting members of Association and shall not be entitled to serve on the Association's Board of Directors.

The membership of any Class A member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's property, except that nothing herein contained shall be construed as terminating the membership of any member who may own

two or more parcels of property in The Grove at Beekman Place, so long as such member owns one lot. The membership of a Class C member in the Association shall automatically terminate upon termination of his lease of property in The Grove at Beekman Place. The membership of the Class B member in the Association shall continue until such time as said member submits its resignation as such Class B member, owns less than twenty-five per cent (25%) of the lots in the subdivision, or until five (5) years from the date of recordation of these Articles of Amendment to the Articles of Incorporation, or, December 31, 1995, whichever date occurs first.

The interest of a member in funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the property which is the basis of his membership in the Association.

The words, "owner" and "property", are used herein with the same definition and meaning as given to such words in the aforementioned Declaration of Restrictions for The Grove at Beekman Place.

ARTICLE V of the Articles of Incorporation of THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC. is amended to read as follows:

ARTICLE V. - VOTING

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each lot in which he holds a fee simple ownership. When more than one person holds such interest in any one lot, all such persons shall be members of the Association, but the total vote of such co-owners shall be the same as if said lot was in single ownership, and, further, such vote shall not be divided between or among such co-owners, but shall be cast as a unit vote by one of such co-owners in the manner provided in the Bylaws. Any member holding title to a fractional portion of a lot shall not be entitled to a fractional vote therefor. Except where otherwise required under the provisions of these articles, the Declaration of Restrictions for The Grove At Beekman Place, the Amended and Restated Declaration of Maintenance Covenants for Beekman Place (formerly known as The Hamlets), or by law, the

B. The Developer shall have the right to appoint a majority of the Board of Directors of the Association until such time as seventy-five per cent (75%) of the lots in the subdivision have been sold, or, until five (5) years from the date of recordation of these Articles of Amendment to the Articles of Incorporation, or, December 31, 1995, whichever date occurs first.

Article X of the Articles of Incorporation of THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC. is amended to read as follows:

ARTICLE X - AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by affirmative vote of two-thirds (2/3) of the members of each class of the Association.


The foregoing Amendments were adopted in accordance with the provisions of the original Articles of Incorporation by the Board of Directors of this Corporation on the 16 day of November, 1990.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Amendment on the 16 day of November, 1990.

Attest:

Janne Mustae
Secretary of the Corporation

(Corp. Seal)

THE GROVE AT BEEKMAN PLACE
ASSOCIATION, INC.

RONALD MUSTART, President and
Director

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Instrument was acknowledged before me this 6 day of November, 1990, by RONALD MUSTARI, President/Director of THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC. (formerly known as HAMLETS GROVE ASSOCIATION, INC.), on behalf of said corporation.

My Commission Expires:

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 10, 1991
BOARDED FROM GENERAL REG. OFF.

SECOND
AMENDED AND RESTATED BYLAWS

OF

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
(Formerly known as The Hamlets Grove Association, Inc.)

The Grove at Beekman Place Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as "Association", does hereby adopt the following Amended and Restated Bylaws as the Bylaws of the Association.

ARTICLE I

IDENTITY AND DEFINITIONS

Association has been organized for the purpose of enforcing the Declaration of Restrictions hereinafter referred to, preserving and enhancing the natural beauty of the properties in this subdivision, and promoting the health, safety and welfare of the owners of property located within the portion of "Beekman Place" (formerly known as "The Hamlets"), known and referred to as "The Grove at Beekman Place" (formerly known as "Hamlets Grove"). The terms and provisions, conditions and authorizations contained in the Declaration of Restrictions, Limitations, Conditions and Agreements for The Grove at Beekman Place (hereinafter referred to as "Declaration of Restrictions"), executed by Whitehall Development Corporation, a Florida corporation, and Qualls, Inc., a Florida corporation (hereinafter referred to as "Owners" [being owners of more than two-thirds of the lots within the subdivision formerly known as "Hamlets Grove" and now known as "The Grove at Beekman Place"])), which will hereafter be recorded in the Public Records of Sarasota County, Florida.

All words and terms used herein which are defined in the aforesaid Declaration of Restrictions for The Grove at Beekman Place shall be used herein with the same meanings as defined in said Declaration.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 290 Coconut Avenue, Sarasota, Florida, c/o Whitehall Development Corporation, a Florida corporation, or at such other place as may

be established by resolution of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in Articles IV and V of the Association's Article of Incorporation.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing more than fifty percent (50%) of the total votes of the Association as determined in the manner set forth in Articles IV and V of the Association's Articles of Incorporation.

3. Where a lot in this subdivision is owned by more than one person or by a corporation, partnership or other entity, the vote of the owner or owners shall be cast by the person named in a certificate signed by all of the individual owners of such lot or by appropriate officials of any other legal owners. Such certificate shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate. If such a certificate is not on file with the Association's Secretary, then the vote of any such owner or owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

5. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the aforesaid Declaration of Restrictions or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half (½) of the total votes of the Association represented at any duly called members' meeting at which a quorum

is present shall be necessary for approval of any matter and shall be binding upon all members.

6. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws or the Articles of Incorporation aforesaid Declaration of Restrictions to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual meeting of the membership of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, at 10:00 A.M. Eastern Standard Time on the third Tuesday in March of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half ($\frac{1}{2}$) of the total votes of the Association as determined in the manner set forth in Articles IV and V of the Articles of Incorporation.

3. Notice of all members meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association designated by the Board of Directors, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than thirty

(30) days prior to the date set forth such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, a receipt of such notice shall be signed by the member indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed equivalent to the giving of such notice to such member.

4. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the aforesaid Declaration of Restrictions the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. At meetings of the membership, the President, or in his absence the Vice president, shall preside, or in the absence of both, the membership shall select a chairman.

6. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of officers;
- e. Reports of committees;
- f. Appointment by the President of inspectors of election;

- g. Election of directors;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) directors. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the nominating committee (whose recommendations shall not be binding upon the Board); except that the Class B member, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Directors appointed by the Class B member until five (5) years from the date of recordation of these Second Amended and Restated Bylaws, or, until December 31, 1995, whichever date occurs first. A director appointed to fill a vacancy, whether by the Board or by the Class B member, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE VI

ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

1. Nominations for election of Board members shall be made by the Nominating Committee.

2. The Class B member shall, at least thirty (30) days prior to the date set for the annual meeting of the Association, notify the secretary and the Nominating Committee of the names of the Directors the Class B member is appointing to the Board of

Directors. Within the same period of time, the Nominating Committee shall notify the secretary of the names of the candidates nominated by it for election to the Board of Directors. The Secretary shall, within ten (10) days of receiving such notification from the Nominating Committee, prepare and mail election ballots to the Class A members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A members or by one-third (1/3) of the Class A membership, whichever is smaller. Only Class A members of the Association may be nominated to serve on its Board of Directors. Nominations and notification of the vacancies being filled by the Class B member shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A members and (b) set forth the names of those nominated by the Nominating Committee or by petition for such vacancies and the names of those appointed to the Board by the Class B member. Such ballots shall be prepared and mailed by the Secretary to the Class A members at least ten (10) days in advance of the date set forth therein for a return.

5. The total number of votes which are allocated to each Class A member, as determined under the provisions of the Articles of Incorporation and these Bylaws, may be cast for each vacancy shown on the ballot. Cumulative voting shall not be permitted.

6. The completed ballots shall be returned to the Secretary at the principal office of the corporation, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until the day set for the counting of the ballots.

On that day the ballots shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

- a. establish that the number of votes cast by each Class A member corresponds to the number of votes allowed to each such member; and
- b. establish that the signature of the member is genuine.

7. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall take office as of the date of the first meeting of the Board of Directors following the meeting of members at which they were elected.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:
 - a. to call meetings of the members.
 - b. to appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
 - c. to establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
 - d. to adopt, promulgate and enforce rules and regulations governing the use of any Neighborhood Common Area or any portion thereof in Beekman Place, and, also, governing the personal conduct of the members and their guests thereon, including levying reasonable admission charges if deemed appropriate.

e. to authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

f. to exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration of Restrictions for Beekman Place or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

a. to cause to be kept a complete record of all its acts and corporate affairs.

b. to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

c. with reference to assessments of the Association;

i. to fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration of Restrictions, Articles of Incorporation of the Association and these Bylaws at least thirty (30) days in advance of such date or period;

ii. to prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and

iii. to send written notice of each assessment to every member subject thereto.

d. to issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

e. to make payment of all ad valorem taxes assessed against Association property, real or personal.

f. to pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.

g. to enforce by appropriate legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the aforesaid Declaration of Restrictions, and any and all applicable laws and regulations.

ARTICLE VII

MEETINGS OF DIRECTORS

1. The organizational meeting of a newly elected Board of Directors, which shall also be the Board's annual meeting, shall be held within twenty (20) days of their election at such time and at such place as shall be fixed by the Directors at the annual meeting of members at which they were elected.

2. Regular meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting, unless such notice is waived.

5. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice provided that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

ARTICLE IX

OFFICERS

1. The officers shall be a President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier resignation or removal.

3. In order to carry out the provisions for representative voting as established under the Articles of Incorporation and Bylaws of The Beekman Place Association, Inc., of which organization each member of this Association is also a member, the Board of Directors shall annually appoint one of the officers of the Association to serve as voting delegate and to represent the members of this Association at any and all meetings of members of The Beekman Place Association, Inc.

4. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

5. All officers shall hold office at the pleasure of the Board of directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

6. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, mortgages, deeds and all other written instruments. The President may, but need not, be a required signatory on checks of the Association.

7. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

8. The Secretary shall be the ex-officio Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or any Assistant Secretary shall sign all certificates or membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the members of the Association together with each member's current address as registered by such member.

9. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

10. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year in accordance with the provisions of Paragraph 5 of Article XII hereof. He or his appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same, together with the report of the certified public accountant, shall be available for inspection upon reasonable request of a member.

11. The salaries, if any, of the officers and assistant officers of the Association shall be determined from time to time by the Board of Directors.

ARTICLE X

COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (The "ARB")

Unless otherwise provided herein, each committee shall consist of a chairman and two or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until the succeeding committee members have been appointed.

2. The Nominating Committee shall have the duties and functions described in these Bylaws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in The Grove at Beekman Place, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.

4. The ARB shall be appointed by the Class B member and shall have the duties and functions described in the Declaration of Restrictions for The Grove at Beekman Place, as amended and restated. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.

5. The Board of Directors may appoint such other committees from time to time as it deems desirable.

6. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties, and functions.

7. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association which is further concerned with the matter presented.

ARTICLE XI

ASSESSMENTS

Association shall have the right to obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Restrictions (as amended and restated) applicable to The Grove at Beekman Place, and its Articles of Incorporation (as amended) and these Bylaws. Assessments not paid when due shall bear interest from date when due until paid at the rate set forth in said Declaration of Restrictions (as amended and restated) and shall also result in the suspension of voting privileges during any period of such non-payment. The method of assessment and the manner of enforcing collection thereof shall be as set forth in said Declaration of Restrictions.

ARTICLE XII

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in the aforesaid Declaration of Restrictions (as amended and restated) and Articles of Incorporation (as amended), shall be supplemented by the following provisions:

1. The annual maintenance assessment roll, hereinafter called "assessment roll", shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot or portion of a lot (herein referred to as a "parcel") subject to the annual maintenance assessment as set forth in said Declaration of Restrictions. Where a lot has been divided between two abutting lot owners (parcel owners) then such assessment roll shall contain appropriate information reflecting

the method adopted by the Association Board of Directors for prorating the assessment of such divided lot between the two owners thereof. Such account shall designate the name and address of the owner or owners of such lot or parcel the amount of the annual maintenance assessment against the lot or parcel, the dates and amounts in which such assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. The fiscal year of the Association shall be the calendar year. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and which shall include, but not be limited to, the following items:

a. Common expense budget, which shall include provision for the accomplishment of those duties and objectives contemplated by the aforesaid Declaration of Restrictions (as amended and restated) and by the Association's Articles of Incorporation (as amended) and these Bylaws.

b. Proposed annual maintenance assessment against each individual lot or parcel subject to the annual maintenance assessment as set forth in the Declaration of Restrictions (as amended and restated).

Copies of the proposed budget and proposed annual maintenance assessments shall be transmitted to each member on or before December 15th of the year preceding that for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto.

3. Notices of the annual maintenance assessment applicable to each individual lot or parcel subject to the lien of the annual maintenance assessment as set forth in the Declaration of Restrictions (as amended and restated), together with a copy of the common expense budget, shall be transmitted to each member on or

before February 1st of the year for which the budget is made, and such assessment shall be due and payable on or before March 1st of that year and shall be come delinquent after such date.

4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

5. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be available in the Association offices for review by each member not later than April 1st of the year following the year for which the report is made.

6. Fidelity bonds maybe required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and be a common expense of the Association.

ARTICLE XIII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

ARTICLE XIV

OFFICIAL SEAL

The Association shall have an official seal which shall be in circular form bearing the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

An impression of such official seal is set forth to the right hereof:



ARTICLE XV

BOOKS AND RECORDS

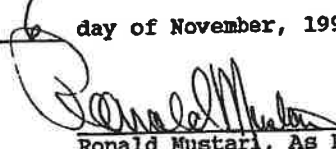
The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

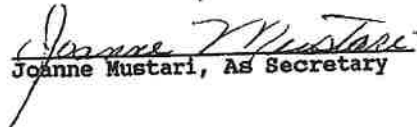
ARTICLE XVI

AMENDMENTS

These Bylaws may be altered, amended or repealed by a vote of two-thirds (2/3) of the members of each class of the Association.

The foregoing were adopted as the Bylaws of The Grove at Beekman Place Association, Inc. (formerly known as "Hamlets Grove Association, Inc."), a corporation not for profit under the laws of the State of Florida, on the 6 day of November, 1990.


Ronald Mustari, As President


Joanne Mustari, As Secretary

RECORDED IN OFFICIAL
RECORDS BOOK 2265
Nov 13 5 06 PM '90
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

FM.
✓ THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION
PO BOX 1122
Tallahassee, FL 34270-1122

94129017

OFFICIAL RECORDS
BOOK 2681 PAGE 2736

ARTICLES OF AMENDMENT
TO
THIRD
AMENDED AND RESTATED BYLAWS

OF

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
(Formerly known as The Hamlets Grove Association, Inc.)

ARTICLE IV, Paragraph 1, of the Amended and Restated Bylaws is substantially amended to read as follows:

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF THE MEMBERSHIP

1. The annual meeting of the membership of the Association shall be held at a place designated by the Board of Directors at a time and date in March of each year selected by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that the day selected is not a legal holiday.

ARTICLE IX, Paragraph 10, of the Amended and Restated Bylaws is substantially amended to read as follows:

ARTICLE IX

OFFICERS

10. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual review to be made of the financial records of the Association by a committee of three homeowners selected by the Board of Directors. This committee will review the financial records and prepare a report prior to the annual meeting. The Treasurer or his appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same, together with the report of the review committee, shall be available for inspection upon a reasonable request of a member.

ARTICLE XII. Paragraph 5, of the Amended and Restated
Bylaws is substantially amended to read as follows:

ARTICLE XII

FISCAL MANAGEMENT

5. An audit of the accounts of the Association shall be made annually by a committee of three homeowners selected by the Board of Directors, and a copy of the report shall be available for review by each member not later than April 1st of the year the report was completed.

The foregoing amendments were adopted in accordance with the provisions of the amended Articles of Incorporation by a vote of the Members at the Annual Meeting on April 14, 1994.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment on the 17 day of October, 1994.

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC.

Howard Picotte
Howard Picotte, President

Attest:

Norman V. Yost
Norman V. Yost
Secretary of the Association

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17 day of October, 1994 by Howard Picotte, President, Board Of Directors, HOMEOWNERS ASSOCIATION of The GROVE AT BEEKMAN PLACE, on behalf of said organization.

My Commission Expires:

Notary Public



Notary Public, State of Florida
PAULA SOUDERS
My Comm. Exp. Apr. 30, 1996
Comm. No. 06195112

Paula Souders

94 OCT 31 PM 1:32

RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION
PO BOX 1122
Tallahassee FL 34270-1122

34123018

AMENDMENT

TO

RESTATED AND AMENDED
ARCHITECTURAL PLANNING CRITERIA
for
THE GROVE AT BEEKMAN PLACE
(Formerly Known as Hamlets Grove)

PARAGRAPH 20 of the Restated and Amended Architectural
Planning Criteria is amended as follows:

20. ARB REPORTS. The ARBs' approval or disapproval, as
required in the foregoing Architectural Planning Criteria, shall
be delivered in writing to the Board of Directors of the
Association and to the Owner submitting same. In the event the
ARB fails to approve or disapprove plans and specifications
within (30) (10) working days of submission thereto, or in any
event, if no suit to enjoin the construction has been commenced
prior to the completion thereof, approval will not be required
and the related criteria shall be deemed to have been
complied with.

The foregoing amendment was adopted in accordance with
the provisions of the amended Articles of Incorporation by a vote
of the Members at the Annual Meeting on April 14, 1994.

IN WITNESS WHEREOF, the undersigned has executed this
Article of Amendment on the 17 day of October, 1994.

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC.

Howard Picotte
Howard Picotte, President

Attest:

Norman V. Yost
Norman V. Yost
Secretary of the Association

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
17 day of October, 1994 by Howard Picotte, President, Board Of
Directors, HOMEOWNERS ASSOCIATION of The GROVE AT BEEKMAN PLACE,
on behalf of said organization.

My Commission Expires:

Notary Public



Notary Public, State of Florida
PAULA SOUDERS
My Comm. Exp. Apr. 29, 1995
Comm. No. CC 190111

Paula Souders

OFFICIAL RECORDS
BOOK 2561 PAGE 2740

RECORDED IN OFFICIAL
RECORDS
RECORD VERIFIED
OCT 19 1994
CLERK OF COURT
IN COUNTY, FL

IN THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION
P.O. Box 1122
TALLEHAST FL 34720-1122

94129019

AMENDMENT

TO
THE SECOND AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS, LIMITATIONS, CONDITIONS AND
AGREEMENTS OF THE GROVE AT BEEKMAN PLACE
(Formerly known as Hamlets Grove)

ARTICLE IV, Paragraph 3e of the Amended and Restated
Declaration of Restrictions, Limitations, Conditions and
Agreements of the Grove at Beekman Place is amended as follows:

ARTICLE IV
ARCHITECTURAL CONTROL
PARAGRAPH 3
Powers and Duties of the ARB

3. Failure to Approve. Should the Association fail to
either approve or disapprove the plans and specifications
submitted to it by the Owner of a lot or lots within the
subdivision within (5)(10) days after written request, then
such approval shall not be deemed to be required. For
instance: provided, however, that no building or other structure
shall be erected or be allowed to remain on any lot which
violates any of the other covenants or restrictions herein
contained.

The foregoing amendment was adopted in accordance with
the provisions of the amended Articles of Incorporation by a vote
of the Members at the Annual Meeting on April 14, 1994.

IN WITNESS WHEREOF, the undersigned has executed this
Article of Amendment on the 17 day of October, 1994.

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC.

Howard Picotte
Howard Picotte, President

Attest:

Norman V. Yost
Norman V. Yost
Secretary of the Association

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this
17 day of October, 1994 by Howard Picotte, President, Board Of
Directors, HOMEOWNERS ASSOCIATION of The GROVE AT BEEKMAN PLACE,
on behalf of said organization.

My Commission Expires:

Notary Public



Notary Public, State of Florida
PAULA SOUDER
My Comm. Exp. Apr. 28, 1998
Comm. No. CC 190111

Paula Souder

OFFICIAL RECORDS
BOOK 2581 PAGE 2741

RECORDED IN OFFICIAL
RECORDS
RECORDS VERIFIED
94 OCT 18 PM 1:31
SARASOTA COUNTY
FLORIDA



✓
THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC.
4888 HAMLETS GROVE DRIVE
SARASOTA, FL 34235



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1999131569 1 PG
1999 SEP 29 02:31 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt #141082

AMENDMENT
TO
THIRD
AMENDED AND RESTATED BYLAWS
OF

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
(Formerly known as Hamlets Grove)

THE GROVE AT BEEKMAN PLACE HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 4888 Hamlets Grove Drive, Sarasota, FL 34235, hereafter referred to as "Association", does hereby adopt the following Amended and Restated Bylaws of the Association as recorded in O.R. Book 2255, Page 748, et seq., Public records of Sarasota County, Florida (Amends the provisions of Article IX):

ARTICLE IX, PARAGRAPH 3 is Amended and restated to read as follows:

Article IX

OFFICERS

3. In order to carry out the provisions for representative voting as established under the Articles of incorporation and Bylaws of The Beekman Place Association, Inc., of which organization each member of this Association is also a member, the Board of Directors shall annually elect one of the Directors of the Grove Association to serve as a Director of The Beekman Place Association, Inc., and as voting delegate to represent the members of this Association at any and all meetings of members of The Beekman Place Association Inc.

The foregoing amendment was adopted in accordance with the provisions of the amended Articles of Incorporation by a vote of the Members on September 26, 1999.

IN WITNESS WHEREOF, the undersigned has executed this Article of Amendment on the day of October, 1999.

THE GROVE AT BEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC.

John Reven, President

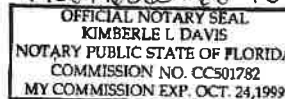
Attest:

Secretary of the Association

STATE OF FLORIDA
COUNTY OF SARASOTA

John Reven, President, Board of Directors acknowledged the foregoing instrument before me this day of October 1999, HOMEOWNERS ASSOCIATION of THE GROVE AT BEEKMAN PLACE, on behalf of the organization.

Notary Public



✓ The Grove at Beekman Place Homeowners Association, Inc.
4988 Hamlets Grove Drive, Sarasota FL 34235-2273

**ARTICLE OF AMENDMENT
TO
FOURTH
AMENDED AND RESTATED BYLAWS**

OF

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
(Formerly known as The Hamlets Grove Association, Inc)

**RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000132543 2 PGS**

2000 OCT 18 02:44 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
OCTURSEY Receipt#082511

ARTICLE VII, Paragraph 2.c of the Amended and Restated Bylaws is substantially amended to read as follows:

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

2.c To fix special assessment against each member found to be in violation of the Bylaws, Declaration of Restrictions or the Articles of Incorporation of the Association. Said assessments shall be made only after investigation and proper notification of the member in violation. The assessment shall be \$5 00 per day with each day the violation continues being considered a separate violation.

The foregoing amendment was adopted in accordance with the provisions of the amended Articles of Incorporation by a vote of the Members from a mail-in ballot opened and counted on October 4, 2000 as 68 in favor and 15 against from a total of 83 ballots received from 98 total properties for a 69% percentage vote in favor

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment on the 17 day of October, 2000

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC

[Signature]
John Reven, President

Attest

[Signature]
Bernard G. Poddick

Secretary of the Association

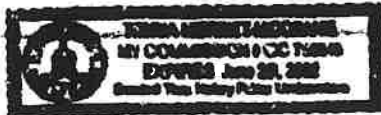
OFFICIAL RECORDS INSTRUMENT # 2000132543 2 PGS

**The Grove at Beckman Place Homeowners Association, Inc.
4888 Hamlets Grove Drive, Sarasota FL 34235-2273**

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 28 day of October, 2000 by
John Reven, President, Board of Directors, HOMEOWNERS ASSOCIATION of THE
GROVE AT BEEKMAN PLACE, INC on behalf of said organization

My Commission Expires.



Notary Public

A large, stylized handwritten signature in black ink, written over the "Notary Public" text.

Return to & prepared by
Bernard G. Poddick
4700 Hamlets Grove Drive
Sarasota, FL 34235

THE GROVE at BEEKMAN PLACE
HOMEOWNERS ASSOCIATION

4888 Hamlets Grove Drive
Sarasota, FL 34235-2233

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006212803 2 PGS

2006 DEC 06 10:28 AM
November 28, 2006 KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
ASAMS Receipt#859068

ARTICLE OF AMENDMENT TO

ARTICLES OF INCORPORATION AND

SECOND AMENDED AND RESTATED BY-LAWS

OF

THE GROVE AT BEEKMAN PLACE

(Formerly known as The Hamlets Grove Association, Inc.)



ARTICLE VI, Paragraphs A and B of The Articles of Incorporation and ARTICLE V, Paragraphs 1 and 2 of The Second Amended and Restated By-Laws are substantially amended to read as on the accompanying page.

The foregoing amendment was adopted in accordance with the provisions of the amended Articles of Incorporation and By-laws by a vote of the members from a mail-in ballot opened and counted on November 1, 2006, as 72 in favor and 2 against from a total of 74 ballots received from a total of 98 properties for a 73% percentage vote in favor.

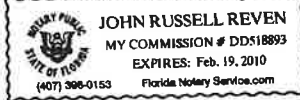
IN WITNESS THEREOF, the undersigned has executed these Articles of Amendment on the 28th day of November, 2006.

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC.

State of FL, County of Sarasota
Signed before me on this 4th day
of Dec, 2006 by Bernard Poddick
Notary Public John Russell Reven

Joseph C. Mastrolia
Joseph C. Mastrolia, President

Bernie Poddick
Bernie Poddick, Secretary



BOARD OF DIRECTORS

- A. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than four (4) nor more than seven (7) members, who must be members of the Association and residents of the State of Florida. The Board shall be composed of those individuals who are elected by a plurality vote of the members of the Association at the annual members meeting. The members of the Board shall serve without compensation but shall be reimbursed for travel or other necessary and approved expenses.
- B. Any vacancy in the membership of the Board due to death, resignation or any other cause shall be filled by a majority vote of the Board after consulting with the Nominating Committee (whose recommendations shall not be binding upon the Board). A director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor or office.
- C. Special Meetings: Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board upon forty-eight (48) hours notice to each Board member delivered by mail, telephone or in person. The notice shall state the time, place and purpose of the meeting. Additionally, notice by posting and/or mail shall be provided to each member of the Association, in accordance with the Florida Homeowners Association Act.
- D. Emergency Meeting: Any member of the Board or the President may call a meeting, without notice, for the purpose of considering any matter to be an emergency.
- E. Any meeting of the Board may be held by a telephone conference call at which each member may hear and be heard by all other members.
- F. At all meetings of the Board, a majority of Board members shall constitute a quorum for the transaction of business except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws.
- G. At all meetings of the Board, the President of the Association, or in his absence the Vice President, or in the absence of both a chairman chosen from among the Board members present shall preside.
- H. The Board shall determine the order of business at its meetings.

AMENDED AND RESTATED ARTICLES OF INCORPORATION,

DECLARATION OF RESTRICTIONS AND BY-LAWS

OF

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.

(A Not For Profit Corporation)

In order to form a corporation under, and in accordance with the provisions of the laws of the State of Florida for the formation of Not For Profit Corporations, we, the undersigned, do hereby associate ourselves together with a corporation for the purposes and with the powers hereinafter set forth and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be:

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association".

ARTICLE II

PURPOSES

The general nature, objects, and purposes of the Association will be:

- A. To promote the health, safety, and social welfare of the owners of property located within that portion of The Beekman Place known and referred to as "The Grove" as per plat thereof recorded in Plat Book 31, Pages 35, 35G, Public Records of Sarasota County, Florida.
- B. To maintain and replace landscaping and to maintain and repair sidewalks and bicycle paths, structures and other improvements, if any, located in the Common Areas of The Grove.
- C. To supervise and control the specifications, architecture, design, appearance, elevation, and location of all buildings, structures, and improvements of any type, including houses, walls, fences, swimming pools, antenna, water and sewer lines, grading, drainage, disposal systems, and all other structures constructed, placed,

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KAREN E. RUSHING
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SARASOTA COUNTY, FLORIDA
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Joe Mastrolia
✓ 4679 Hamlets Grove Drive
Sarasota, FL 34235

or permitted to remain in The Grove, as well as the alteration, improvement, addition, or any changes thereof, including the landscaping surrounding same.

- D. To provide such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire the capital improvements and equipment related thereto.
- E. To purchase, acquire, replace, improve, maintain, and repair such buildings, structures, and equipment related to the health, safety and social welfare of the members of the Association, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable.
- F. To carry out all of the duties and obligations assigned to it as a neighborhood property owner's association under the terms of the Declaration of Restrictions applicable to The Grove, or the declaration of Maintenance Covenants applicable to Beekman Place, a planned unit development.
- G. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

- A. To purchase, accept, lease or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- B. To establish a budget and to fix assessments to be levied against all property located in "The Grove" which is subject to assessment pursuant to the Declaration of Restrictions applicable to the subdivision for the purpose of defraying expenses and costs of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, including providing a reasonable contingency fund for the ensuing year and a reasonable

annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

- C. To place liens against any property in "Beekman Place" for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.
- D. To hold funds solely and exclusively for the benefit of the members of the Association and for the purposes set forth in these Articles of Incorporation.
- E. To adopt, promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.
- F. To delegate power or powers of the Association where such is deemed to be in its best interest by its Board of Directors.
- G. To charge recipients for services rendered by the Association and to charge the user of Association property where such is deemed appropriate by its Board of Directors.
- H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.
- I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted, and the terms and provisions of the aforesaid Declaration of Restrictions applicable to The Grove.
- J. In general, to have all powers which are or may be conferred upon a not for profit corporation by the laws of the State of Florida, except as prohibited herein.
- K. All common areas such as roads and internal lakes shall be owned by The Grove at Beekman Place, Inc. which shall provide for their perpetual maintenance from maintenance fees assessments provided for in the Declaration of Restrictions, Limitations, Conditions, and Agreements. Included in such maintenance shall be any amount taxed by any governmental subdivision or property taxes for said land.

ARTICLE IV

MEMBERS

The membership of this Association shall consist of all of the owners of property located in The Grove as described in Paragraph A of Article II hereof, and all such property owners shall be members of the Association. There shall be two classes of such members, as follows:

1. Class A Members. Class A members shall be all property owners in The Grove. Owners of such property shall automatically become Class A members upon purchase of property in The Grove. Applicants for membership shall be of good moral character and shall otherwise fully comply with such other qualifications as may be prescribed in the By-Laws of the Association or in Rules and Regulations adopted by the Board of Directors.
2. Class C Members. Class C members shall be tenants in occupancy of homes owned by Class A members. All prospective tenants of such property owners in The Grove shall be required to apply and qualify for membership in the Association in the same manner as Class A members. However, Class C members shall be non-voting members of the Association and shall not be entitled to serve on the Association's Board of Directors.

The membership of any Class A member in the Association shall automatically terminate upon conveyance or other divestment of title to such member's property, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more parcels of property in The Grove, so long as such member owns one lot. The membership of any Class C member in the Association shall automatically terminate upon termination of their lease of property in The Grove.

The interest of a member in funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the property which is the basis of their membership in the Association.

The words "owner" and "property" are used herein with the same definition and meaning as given to such words in the aforesaid Declaration of Restrictions for The Grove.

ARTICLE V

ANNUAL AND SPECIAL MEETINGS OF THE MEMBERSHIP

1. The Annual meeting of the membership of the Association shall be held at a place designated by the Board of Directors at a time and date in March of each year selected by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, that the day selected is not a legal holiday.
2. Special meetings of the members of the Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half (1/2) of the total votes of the Association as determined in the manner set forth in Articles IV and VII of the Articles of Incorporation.
3. Notices of all members meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officer of the Association designated by the Board of Directors, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than thirty (30) days prior to the date set forth such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, a receipt of such notice shall be signed by the member indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member at his post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether executed and filed before or after the meeting, shall be deemed equivalent to the giving of such notice to such member.

4. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage may be required as set forth in the Articles of Incorporation, these By-Laws or the aforesaid Declaration of Restrictions the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
5. At meetings of the membership, the President, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a chairman.
6. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:
 - a. Calling of the roll and certifying of proxies.
 - b. Proof of notice of meeting or waiver of notice.
 - c. Reading of minutes.
 - d. Reporting of officers.
 - e. Reporting of committees.
 - f. Appointment by the President of inspectors of election.
 - g. Election of directors.
 - h. Unfinished business.
 - i. New business.
 - j. Adjournment.

ARTICLE VI

ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

1. Nominations for election of Board members shall be made by the Nominating Committee.
2. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A members or by one-third

(1/3) of the Class A membership, whichever is smaller. Only Class A members of the Association may be nominated to serve on its Board of Directors.

3. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A members and (b) set forth the names of those nominated by the Nominating Committee or by petition for such vacancies. Such ballots shall be prepared and mailed by the Secretary to the Class A members at least ten (10) days in advance of the date set forth therein for a return.
4. The total number of votes which are allocated to each Class A member, as determined under the provisions of the Articles of Incorporation and these By-Laws, may be cast for each vacancy shown on the ballot. Cumulative voting shall not be permitted.
5. The completed ballots shall be returned to the Secretary at the principal office of the corporation, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in a safe or other locked place until the day set forth for the counting of the ballots. On that day the ballots shall be turned over to an Election Committee which shall consist of five (5) members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:
 - a. establish that the number of votes cast by each Class A member corresponds to the number of votes allowed to each such member, and
 - b. establish that the signature of the member is genuine.
6. The members of the Board of Directors elected at the annual meeting, or appointed in accordance with the procedures set forth in this Article, shall take office as of the date of the first meeting of the Board of Directors following the meeting of the members at which they were elected. Such meeting will be held within twenty (20) days of their election at such time and such place as shall be fixed by the Board of Directors.

ARTICLE VII

VOTING

Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one vote for each lot in which is held a fee simple ownership. When more than one person holds such interest in any one lot, all such persons shall be members of the Association, but the total vote of such co-owners shall be the same as of said lot was in single ownership, and, further, such vote shall not be divided between or among such co-owners, but shall be cast as a unit vote by one of such co-owners in the manner provided in the By-Laws. Any member holding title to a fractional portion of a lot shall not be entitled to a fractional vote therefore. Except where otherwise required under the provisions of these Articles, the Declaration of Restrictions for The Grove at Beekman Place, the Declaration of Maintenance Covenants for The Grove at Beekman Place, or by law, the affirmative vote of the owners of a majority of lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

ARTICLE VIII

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors which shall consist of not less than three (3) or more than seven (7) members, who must be members of the Association and residents of the State of Florida. The Board shall be composed of those individuals who are elected by a plurality vote of the members of the Association at the annual members meeting. The term of office shall be set at two (2) years. The members of the Board shall serve without compensation but shall be reimbursed for travel or other necessary and approved expenses.

B. Any vacancy in the membership of the Board due to death, resignation or any other cause shall be filled by a majority vote of the Board after consulting with the Nominating Committee (whose recommendations shall not be binding upon the

Board). A director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor or office.

- C. In order to carry out the provisions for representative voting as established under the Articles of Incorporation and By-Laws of The Beekman Place Association, Inc., of which organization each member of this Association is also a member, the Board of Directors shall annually appoint one of the officers of the Association to serve as voting delegate and to represent the members of this Association at any and all meetings of members of The Beekman Place Association, Inc.
- D. Regular meetings: Regular meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.
- E. Special meetings: Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board upon at least three (3) days notice to each Board member delivered by mail, telephone or in person. The notice shall state the time, place and purpose of the meeting. Additionally, notice by posting and/or mail shall be provided to each member of the Association, in accordance with the Florida Homeowners Association Act.
- F. Emergency Meeting: Any member of the Board or the President may call a meeting, without notice, for the purpose of considering any matter to be an emergency.
- G. Any meeting of the Board may be held by a telephone conference call at which each member may hear and be heard by all other members.
- H. At all meetings of the Board, a majority of Board members shall constitute a quorum for the transaction of business except where approval by a greater number is required by the Declaration, the Articles of Incorporation or these By-Laws.
- I. At all meetings of the Board, the President of the Association, or in his absence the Vice President, or in the absence of both, a chairman chosen from among the Board members present shall preside. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice

provided that a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

J. The Board shall determine the order of business at its meetings.

K. The Board of Directors shall have the power and duty to:

- a. To call meetings of the members.
- b. To appoint, supervise and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, monitor performance and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
- c. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- d. To adopt, promulgate and enforce rules and regulations governing the use of any Neighborhood Common Area or any portion thereof in The Grove, and, also, governing the personal conduct of the members and their guests thereon, including levying reasonable admission charges if deemed appropriate.
- e. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- f. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration of Restrictions for Beekman Place or the Articles of Incorporation of the Association.
- g. To cause to be kept a complete record of all its acts and corporate affairs.

- h. To fix special assessment against each member found to be in violation of the By-Laws, Declaration of Restrictions or the Articles of Incorporation of the Association. Said assessments shall be made only after investigation, proper notification of the member in violation and the opportunity to appear before the Appeals Committee. The assessment shall be five dollars (\$5.00) per day, per violation, with each day the violation continues being considered a separate violation.
- i. To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- j. To make payment of all ad valorem taxes assessed against the Association property, real or personal.
- k. To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.
- l. To enforce by appropriate legal means the provisions of the Articles of Incorporation, the By-Laws of the Association, and the Declaration of Restrictions, and any and all applicable laws and regulations.

ARTICLE IX

OFFICERS

The officers of the Association, to be elected by the Board of Directors, shall be a President, Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Secretary shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the By-Laws.

- A. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, mortgages, deeds and all other written instruments. The President may, but need not, be a required signatory on checks of the Association.
- B. The Vice President, or the Vice President so designated by the Board of Directors if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President (s) shall perform other acts and duties as may be assigned by the Board of Directors.
- C. The Secretary shall be the ex-officio Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He or any Assistant Secretary shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the members of the Association together with each member's current address as registered by such member.
- D. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disperse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. Checks for extraordinary situations, as determined by the Board of Directors, in excess of two hundred fifty dollars (\$250.) will require a counter signature on the check. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual review to be made of the financial records of the Association by a committee of three (3) homeowners selected by the Board of Directors. This committee will review the financial records and prepare a report prior to April 1st of the year the report was completed. The Treasurer, or his appointed agent, shall prepare an annual budget, a statement of receipts and disbursements, and

a balance sheet, and the same, together with the report of the review committee, shall be available for inspection upon a reasonable request of a member.

- E. The salaries, if any, of the officers and assistant officers of the Association shall be determined from time to time by the Board of Directors.

ARTICLE X

COMMITTEES

The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (The "ARB")

Unless otherwise provided herein, each committee shall consist of a chairman and two or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until the succeeding committee members have been appointed.

- A. The Nominating Committee shall have the duties and functions described in these By-Laws.
- B. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of properties in The Grove at Beekman Place, and shall perform or see to the performance of such other functions as the Board, in its discretion, determines.
- C. The ARB shall be appointed by the Board of Directors and shall have the duties and functions described in the Declaration of Restrictions for The Grove at Beekman Place, as amended and restated. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the Committee shall in all events be final.
- D. The Board of Directors may appoint such other committees from time to time as it deems desirable.

- E. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint sub-committees from among their membership and may delegate to any such sub-committees any powers, duties and functions.
- F. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association which is further concerned with the matter presented.

ARTICLE XI

CORPORATE EXISTANCE

The Association shall have perpetual existence.

ARTICLE XII

BY-LAWS

The first Board of Directors of the Association shall adopt By-Laws consistent with these Articles. Thereafter, the By-Laws may be altered, amended or rescinded by the directors in the manner provided by such By-Laws.

ARTICLE XIII

REGISTERED OFFICE

The registered office of the corporation shall be located at Beekman Place Association, Inc. 4500 Hamlets Grove Drive, Sarasota County, Sarasota, Florida 34235, but the corporation may maintain offices and transact business in such other places within the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XIV

BUDGET AND EXPENDITURES

The Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all assessable property in The Grove at Beekman Place, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of

Directors may thereafter at any time approve or ratify variations from such budget in respect of expenditures.

ARTICLE XV

ASSESSMENTS

The Association will obtain funds with which to operate by means of annual dues and/or by assessment of its members in accordance with the provisions of the Declaration of Restrictions (as amended and restated) applicable to The Grove at Beekman Place, as the same may be supplemented by the provisions of these Articles and By-Laws of the Association relating thereto. Assessments not paid when due shall bear interest from the date when due until paid at the rate set forth in said Declaration of Restrictions (as amended and restated) and shall also result in the suspension of voting privileges during any period of such non-payment. In order to enforce collection of said dues and assessments, the Association shall have the power to place liens against property in The Grove at Beekman Place and to enforce the same in the manner prescribed in the By-Laws of the Association and in the aforementioned Declaration of Restrictions.

ARTICLE XVI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in the aforesaid Declaration of Restrictions (as amended and restated) and Articles of Incorporation (as amended), shall be supplemented by the following provisions:

- A. The annual maintenance assessment roll, hereinafter called "assessment roll" shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual lot. Such account shall designate the name and address of the owner or owners of such lot or parcel, the amount of the annual maintenance assessment against the lot or parcel, the dates and amounts in which such assessments come due, the amounts paid upon the account and the balance due upon assessments.
- B. The fiscal year of the Association shall be the calendar year. The Board of Directors shall adopt a budget for each calendar year which shall contain

estimates of the cost of performing the functions of the Association, and which shall include, but not limited to, the following items:

1. Common expense budget, which shall include provision for the accomplishment of these duties and objectives contemplated by the aforesaid Declaration of Restrictions (as amended and restated) and by the Association's Articles of Incorporation (as amended) and these By-Laws.
2. Proposed annual maintenance assessment against each individual lot or parcel subject to the annual maintenance assessment as set forth in the Declaration of Restrictions (as amended and restated).

Copies of the proposed budget and proposed annual maintenance assessments shall be transmitted to each member on or before January 15th of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto.

3. Notices of the annual maintenance assessment applicable to each individual lot or parcel subject to the lien of the annual maintenance as set forth in the Declaration of Restrictions (as amended and restated), together with a copy of the common expense budget, shall be transmitted to each member on or before February 1st of the year for which the budget is made, and such assessment shall be due and payable on or before March 1st of that year and shall become delinquent after such date.
4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

5. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and be a common expense of the Association.

ARTICLE XVII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

ARTICLE XVIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

- A. The Association hereby indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding:
 1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in their capacity as Director or officer of the Association, or in their capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which they served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association or that they had reasonable grounds for belief that such action was unlawful.
 2. By or in the right of the Association to procure a judgment in its favor by reason of their being or having been a Director or officer of the

Association, or by reason of their being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which they served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by them in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of their duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

- B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner they reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, they had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors who were not parties to such action, suit or proceeding.
- C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under the applicable law.

ARTICLE XIX

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

- A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its

Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that they are or may be interested in any such contract or transaction.

- B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XX

DISSOLUTION OF THE ASSOCIATION

- A. The Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Association, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Section 617.05, Florida Statutes or statute of similar import.
- B. Upon dissolution of the Association, all of its assets remaining after making provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:
1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
 2. Remaining assets shall be distributed among the members, each member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the property which is owned by the member at that time, and the denominator of which is the total amount assessed by the Association against all properties which at the time of dissolution are part of The Grove. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

ARTICLE XXI

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

- A. "Beekman Place" shall mean and refer to all of the property commonly known and referred to by such name, which was previously known as the "Hamlets" and is more particularly described in Exhibit "A" attached hereto and made a part hereof.
- B. "Property" shall mean and refer to any lot or other parcel of land located in the subdivision known as the "The Grove at Beekman Place", as described in Article II hereof, including all improvements located thereon.
- C. "Lot" shall mean and refer to any numbered lot as reflected on the plat of "Hamlets Grove" subdivision as recorded in Plat Book 31, Page 35 of the Public Records of Sarasota County, Florida and as more particularly described in Article II hereof, including all improvements located thereon.
- D. "Owner" shall mean and refer to the owner of record, whether one or more persons, corporations or other legal entities, of the fee simple title to any lot or parcel of land which is a part of the property.
- E. "Covenants" shall mean and refer to the original Declaration of Covenants applicable to all of "Beekman Place" as recorded in Official Records Book 1710, Page 0975, Public Records of Sarasota County, Florida.
- F. "Common Area" or "The Commons" shall mean and refer to all real property located in "Beekman Place", which has heretofore or which may hereafter be specifically set aside for the common use and enjoyment of all property owners in "Beekman Place", as members of said Association.
- G. "Neighborhood Common Area" shall mean and refer to any of the real Property located within the Grove at Beekman Place, which may be set aside or may have been set aside for the common use and enjoyment of owners of property in the Grove at Beekman Place.
- H. "The Beekman Place Association" shall mean and refer to the Beekman Place Association, Inc., a Florida corporation not for profit, which corporation was

EXHIBIT "A"

DESCRIPTION

PARCEL 1

A parcel of land situate in Sections 4 & 9, Twp. 36 S., Rge. 18 E, Sarasota County, Florida, being the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and that portion of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 4 and the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, less the West 594' and that portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 9, being more particularly bounded and describes as follows:

Being at a concrete monument found at the NE corner of said Sec.9; thence S 00° 11' 54" E along the East line of said Sec. 9 2604.76' to an iron pipe found at the E $\frac{1}{4}$ of said Sec. 9; thence N 89° 15' 20" W along the South line of the NE $\frac{1}{4}$ of said Sec. 9 1351.27'; thence N 00° 10' 14" W along the West line of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of said Sec. 9 720.35'; thence N 88° 47' 55" W 756.98'; thence N 00° 08' 35" W along a line parallel with and 594.0' Easterly from the West line of the NE $\frac{1}{4}$ of Sec. 9 1911.96' to the North line of said Sec. 9; thence S 88° 20' 29" E along said North line 713.21' to an iron pipe found; thence N 00° 07' 08" W along a line parallel with and 43.0' Westerly from the West line of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 4 660.95'; thence S 88° 33' 55" E along the North line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 4 1392.20'; thence S 00° 13' 17" E along the East line of Sec. 4 666.42' to the P.O.B. containing 135.445 acres +/-.

PARCEL 2

Begin at the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 9, Twp. 36 S., Rge. 18 E, Sarasota County, Florida; thence East along and with the North line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ nine chains; thence South parallel with the West line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ nine chains; thence West parallel with the North line of said NW $\frac{1}{4}$ of NE $\frac{1}{4}$ nine chains; thence North nine chains to Point of Beginning.

formerly known as "The Hamlets Association, Inc., a corporation formed for the primary purpose of owning, improving, maintaining and managing the Common Areas of The Grove at Beekman Place, and whose membership is comprised of all Owners of Property in Beekman Place. Copies of the Articles of Incorporation and By-Laws of said corporation hereinabove referred to and recorded in Official Records Book 1710, Page 0975, Public Records of Sarasota County, Florida.

- I. "The Grove at Beekman Place Association" or "Association" shall mean and refer to the Grove at Beekman Place Association, Inc., a Florida not for profit corporation, which corporation, was originally known as "The Hamlets Grove Association, Inc., and which was formed for the primary purpose of assuring that all prospective owners of lots in The Grove at Beekman Place are compatible and congenial and, also, for the purpose of enforcing these Restrictions and improving and maintaining any other Neighborhood Common Areas of The Grove at Beekman Place. This document is the Amendment and Restatement of the Declaration of Restrictions made and executed December 8, 1986 and recorded in Official Records Book 1908, at Page 1290, et. seq., of the Public Records of Sarasota County, Florida, to which the Articles of Incorporation and By-Laws of The Grove at Beekman Place make reference. Copies of the Articles of Incorporation and By-Laws as originally made and executed are filed as public record together with the original Declaration of Restrictions, Limitations, Covenants and Conditions and Agreements of Hamlets Grove and the Articles of Amendment to Articles of Incorporation and the Second Amended and Restated By-Laws.
- J. "Public Roads" shall mean and refer to those roads or streets within "Beekman Place" heretofore or hereafter dedicated to the County of Sarasota or other governmental authority and to be maintained at public expense.
- K. "Private Roads" shall mean and refer to those roads which are common to "Beekman Place" as a whole and which are available for the common use and enjoyment of all owners in "Beekman Place", which roads are to be maintained by "The Beekman Place Association, Inc."

L. "Limited Private Roads" shall mean and refer to those roads which are common only to a certain limited area of "Beekman Place" (such as a specific subdivision or condominium within said residential development) and which are available for the common use and enjoyment only of the owners of property in such limited area, which road shall be maintained by a neighborhood or condominium association, as may be provided by said Association.

ARTICLE XXII

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is subject to the original Declaration, as amended and restated herein is located in Sarasota County, Florida, and is legally describes as follows:

Hamlets Grove, a subdivision, as per plat thereof recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.

Said property is sometimes hereinafter referred to as "this subdivision".

ARTICLE XXIII

REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION

This subdivision is an integral part of a larger development now known as Beekman Place has been developed as a planned unit development in accordance with an Outline Development Plan heretofore approved by the County of Sarasota in accordance with the County's planned unit development ordinances; as such plan may be changed or modified from time to time hereafter. In connection with such development, certain land areas, referred to as "Common Areas", have, from time to time and shall continue from time to time hereafter be set aside by the Beekman Place Association as a portion of the required open space of said development and will thereafter become available for the common use or enjoyment of all property owners in "Beekman Place". Said Common Areas may include, by way of illustration and not by way of limitation, private roads, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. These Common Areas have been designated and will continue to be designated as such either on the original plats, amended plats or in other documents which have been recorded and may continue to be recorded from time to time. In addition certain land areas, referred to as "Neighborhood Common Areas", have been set aside and will continue to be set aside by any successor in interest thereto, or other

owners, as applicable, from time to time in some subdivision or condominium areas or deeded to subdivision or condominium associations as a portion of the required PUD open space and, in such event, are available and will continue to be available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Areas being designated and will continue to be designated as such either on plats or in such other documents which will be recorded by the successor in interest from time to time.

In order to establish, protect and preserve the quality of this subdivision, all prospective purchasers and owners of lots in The Grove at Beekman Place have been required and shall continue to be required to become members of The Grove at Beekman Place Association and to maintain such membership in good standing. Furthermore, membership of each and every property owner in "Beekman Place", in the Beekman Place Association, is hereby stated and recognized to be a necessary and essential part of the orderly development of "Beekman Place" as a planned unit development. Therefore, all prospective purchasers and owners of lots in this subdivision shall also be required to become members of "The Beekman Place Association" and to maintain such membership in good standing.

The purpose and objective of each of said associations is as follows:

- A. The Grove at Beekman Place Association. The primary purpose of this association is to insure to all property owners and other members of said corporation that the property in this subdivision shall at all times be occupied by a colony of compatible and congenial persons and, in addition, to insure such grantees and owners of property in this subdivision of a continuing and concerted program for maintenance and management of the properties in this subdivision, including enforcement of these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this subdivision; provided, however, that this restriction shall not be construed or applied so as to preclude anyone from membership in said Association based upon race, color, creed or national origin.
- B. The Beekman Place Association. The purpose of this association is to own, improve, maintain and manage the common areas of "Beekman Place" in

accordance with said corporation's Charter, By-Laws, the Covenants recorded in Official Record Book 1710, Page 0975, Public Records of Sarasota County, Florida, as subsequently amended and/or restated, and in accordance with any and all applicable ordinances of the County of Sarasota regulating planned unit developments.

- C. Right of Assessment. Each of the aforesaid associations shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the property in this subdivision.
- D. Transfer Fee. The Grove at Beekman Place Association shall have the right to charge a reasonable fee to any seller for transfer of new owner information relative to bookkeeping purposes.

ARTICLE XXIV

ARCHITECTURAL CONTROL

1. Necessity of Architectural Review and Approval. No original improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association within ten (10) working days of submission thereto. In the event the ARB fails to approve or disapprove plans and specifications within ten (10) working days of submission thereto, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography as to conformance with the architectural planning criteria of this Association, as the same may be amended from time to time hereafter.

2. Architectural Review Board. The architectural review and control functions of The Grove at Beekman Place Association (hereinafter referred to as the "Association") shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of no less than three (3) nor more than seven (7) members, who need not be members of the Association. Members of the ARB shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors of the Association.
3. Powers and Duties of the ARB. The Architectural Review Board shall have the following powers and duties:
- (a) Modification of Architectural Planning Criteria. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
 - (b) Exterior Color Plan. The ARB shall have the right of final approval of all color plans and each owner must submit to the ARB a color plan

showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms to the natural earth tone color scheme of and for The Grove. No color schemes may be changed without the approval of the ARB.

- (c) Roofs. Flat roofs shall not be permitted on the main body of any building with the following exceptions: (1) flat roofs may be permitted on Florida rooms, porches and patios upon specific approval of the ARB; and (2) flat roofs may be permitted on a part of the main body of a building, particularly if modern or contemporary in design, upon specific approval of the ARB. No built-up roofs shall be permitted. The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or such composition or material as may be approved by the ARB. All required heat and plumbing vents shall not penetrate the roof on the road side of the building unless determined to be absolutely necessary by the ARB. In all events, such vents shall be painted the same color as the roof.
- (d) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with concrete or asphalt, unless prior approval for other materials is obtained from the ARB. Where curbs are required to be broken for driveway entrances, the curb shall be repaired by owner in a neat and orderly fashion acceptable to the ARB. No portion of such driveway shall be located closer than three (3) feet from the side line of any lot or building.
- (e) Dwelling Quality. The ARB shall have the right of final approval of all exterior building materials. The ARB shall discourage the use of imitation material for facades and encourage the use of materials such as brick, stone, wood and stucco, or a combination of the foregoing.

- (f) Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. No platform, doghouse, playhouse or structure of a similar kind or nature shall be constructed on any part of the lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.
- (g) Fences and Walls. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.
- (h) Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following: (1) Composition to be of material thoroughly tested and accepted by the industry for such construction, (2) Location and construction of tennis or badminton courts must be approved by the ARB, (3) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting, (4) All swimming pool equipment, such as pump and heater, shall be screened from view.
- (i) Submission of Plans. To require submission to the ARB of two (2) complete sets of construction plans and specifications for all improvements and structures of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement, the construction or placement of which is proposed upon any lot in this subdivision. Any increase in the elevation of the existing grade of a lot shall be accomplished by the lot owner so as not to increase the surface water runoff from such lot onto neighboring properties. Whenever required by

the ARB, the owner of such lot shall also furnish a drainage plan of the lot. The ARB may also require submission of samples of building materials proposed for use on any lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. In order to facilitate the preparation and ultimate approval of construction plans, any property owner may submit preliminary drawings or other writings prior to the preparation and submission of the final working drawings and specifications and the ARB agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon.

(j) Approval of Plans. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any lot in this subdivision, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. Upon final approval of an owner's plans either as originally submitted or as subsequently modified in accordance with the recommendations of the ARB, one set of such plans shall be marked "approved" and returned to the owner and one set shall be retained in the permanent files of the ARB.

(k) Fees. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

4. Failure to Approve. Should the Association fail to either approve or disapprove the plans and specifications submitted to it by the owner of a lot or

THE GROVE at BEEKMAN PLACE
HOMEOWNERS ASSOCIATION

4888 Hamlets Grove Drive
Sarasota, FL 34235-2233

ARTICLE OF AMENDMENT TO
ARTICLES OF INCORPORATION AND
AMENDED AND RESTATED BY-LAWS
OF
THE GROVE AT BEEKMAN PLACE
(Formerly known as The Hamlets Grove Association, Inc.)

ARTICLE XXV, Paragraph 1 is amended to include the following at the end of Paragraph 1:

- (a) Rental or Leasing. Without exception, no lease or rental shall be granted or allowed for a period of six (6) months after initial ownership (purchase).
- (b) Residences may be leased or rented only in their entirety as a single family home. All leases or rental contracts shall be in writing, be submitted to and receive prior approval by the Board of Directors of the Association, and conform to ARTICLE IV of this document. The minimum lease or rental term shall be twelve (12) months. Additional twelve (12) month leases or rental contracts may be granted with the prior approval of the Board of Directors of the Association.
- (c) All leases or rentals shall be subject to the By-Laws of the Association. It is the responsibility of the Owner to ensure that all lessees and tenants comply with the provisions of the By-Laws of the Association, as well as to provide them with photocopies of the Rules, Regulations and Restrictions of the Association.
- (d) This Amendment shall be in full force and effective as of June 1, 2008.

lots within this subdivision within ten (10) days after written request thereto, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or allowed to remain on any lot which violates any of the other Covenants or Restrictions herein contained.

5. Time Limitation on Completion of Construction. All construction shall be completed within nine (9) months of the commencement date of construction. No occupancy of such premises shall be permitted until a Certificate of Occupancy is issued by the County of Sarasota.

ARTICLE XXV

RESTRICTIONS

1. Residential use. The property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose; provided, however, that this restriction shall not be deemed to apply to Common Areas or to the Neighborhood Common Areas. No business or commercial building may be erected on any lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any lot without prior ARB approval thereof as elsewhere herein provided.

No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling containing more than one thousand four hundred (1,400) square feet of livable enclosed floor area (exclusive of open or screened porches, terraces, and garages), not to exceed thirty-five (35) feet in height and having an enclosed garage for not less than two (2) large sized cars.
2. No Trailers or Temporary Buildings. No trailers, tents, shacks, sheds, temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without the written consent of the Board of Directors.
3. Garages Required. No house shall be constructed on any lot without provision for a garage or carport adequate to house at least two large sized American automobiles; provided, however, that the ARB shall approve carports only in those situations where construction of a garage is deemed

impracticable. All garages must have doors that are to be maintained in a useful, working condition. Except when a garage is in actual use, garage doors must be kept closed.

4. Antenna. No aerial or antenna shall be placed or erected on any lot or affixed to the exterior of any building except Satellite Dish Antennas. The Dish cannot exceed eighteen (18) inches in diameter. The antenna should be mounted in the rear of the house and all external wiring must be shielded/covered from view.
5. Boats and Motor Vehicles. No boats, campers, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles and motorcycles shall be placed, parked or stored on any lot. Nor shall any maintenance or repair be performed on any boat or motor vehicle upon any lot except for minor emergency repairs or where such repairs are made within a building where such vehicle is totally screened from public view.
6. Landscaping. Landscaping has transformed from the traditional grass/turf to more "Florida Friendly Landscaping" or "Xeriscape" to include, but not limited to: drought resistant plants, groundcovers, mulch, rocks, shell, etc. For security and safety purposes foliage heights will allow for 80% visibility of the house from the road and an unobstructed view for drivers. Landscape plans are to be submitted to the ARB who will evaluate as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the architectural planning criteria of the Association.
7. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed upon the exterior portion of any lot, unless approved by the ARB.
8. Screening of Air Conditioner Compressors, Garbage Containers and Clothes Drying Areas. All garbage or trash containers must be located within screened or walled-in areas so that they shall not be visible from adjoining streets, lots or waterways. All clothes drying or hanging areas for laundry must be adequately screened from public view and approved by the ARB. No window or wall air conditioning units shall be permitted. Air conditioner

compressors shall be similarly screened from view and buffered by a wall or shrubbery so as to reduce the noise level resulting from operation thereof.

9. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot. A central delivery mail system has been provided for the use of all lot owners.

10. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to minimize any potential hazard and/or obstruction.

11. Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become an annoyance or nuisance to the neighborhood. Power machinery will not be operated or permitted to be operated prior to 8:00AM on any day.

(a) Animals. No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any lot.

(b) Trades. No manufacturing, trade, business, commerce, industry, profession, or any other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof or in any building or other structure erected thereon.

(c) Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The owners of the lots in this subdivision shall be responsible for the maintenance of parkways located between their respective lot lines and the streets upon which said lots face. All owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times. Owners of lots on the inner lakes must maintain a ten (10)

foot right of way up from the waterline for cleaning and access to the inner lakes.

- (d) Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent such obstruction of such sight lines.

- (e) Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including walls, fences, screen enclosures and so forth, in good and safe condition and the repair of any damage, decay or evidence of wear and tear on the exterior of any building shall be made promptly.

The Grove Homeowners Association will cause to be maintained along 49th Street and along Murray Lane a border fence in good and working condition taking into account normal wear and tear. The Homeowner will be responsible for repairing any damage to the fence resulting from attachments or fixtures upon the fence, plant or undergrowth surrounding or attached to the fence or any damage resulting from the negligent actions of the Homeowner, whether intentional or unintentional.

- (f) Boarding up Homes. Houses may be boarded up only during the time of imminent threat of a storm, but in no event shall remain boarded up for periods beyond the threat of a storm or in excess of ten (10) days, whichever is shorter.

- (g) Maintenance and Repair by Association. In the event that any Owner shall fail or refuse to maintain his residence, lot or other improvements

situate on said lot, in full compliance with these restrictions, the Association shall have the right to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises and such entry by the Association and its duly authorized agents shall not be deemed as a trespass. The expense of any such repairs or maintenance shall be chargeable to and paid by said Owner to the Association within thirty (30) days after submission of a bill therefore.

(h) Lien Rights of Association. In the event of an Owner's failure to pay such expense, the Association shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Sarasota County, Florida and a copy thereof mailed to such Owner at his last known mailing address. If such lien is not paid within ten (10) days after the filing thereof, the Association shall have the right to foreclose the same in the same manner as permitted by law. In addition to recovery of such expenses, the Association shall be entitled to recover from the Owner of such property all costs, including reasonable Attorneys fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien.

(i) Resolution of Disputes. In the event of a dispute or question as to what may become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association in writing, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

12. Signs. No sign of any kind shall be displayed to the public view on any lot except for the following:

- (a) The exclusive sales agent for a single-family residence on any lot may place one professional sign advertising the property for sale.
- (b) Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs, except that a sign displaying the

words "open", not to exceed two (2) square feet, may be displayed during the time the homeowner or his designated representative is in attendance and said house is actually open for inspection by the public.

- (c) During the process of home improvements, the contractor may erect a sign, not more than four (4) square feet, containing the name of the company doing the work. The sign shall be removed promptly upon completion of the project.

13. Setback Line. All houses constructed on lots within the subdivision must be a minimum of twenty (20) feet from the edge of the public and/or private street on which said lot is located, ten (10) feet from the rear of each individual lot and a total of eighteen (18) feet on both sides of said lot, with a minimum of eight (8) feet on one side of the lot and ten (10) feet on the other side of said lot. All distances with respect to each individual lot should be measured from the edge of the closest roof eave to the respective property line and/or street edge. No dwelling, building or any other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and so forth), shall be erected or placed upon any part of a lot so that any portion of said dwelling, building or structure (including eaves or overhangs) exceeds the Sarasota County setback requirements unless stated otherwise in these documents. Where lots have curved property lines, then the aforesaid setback distances shall be measured at right angles with tangents to the curve from one lot corner to the other. All other setbacks shall be measured at right angles to the property line.

14. Exceptions to Setback Restrictions. Terraces, patios, walls, fences, low platforms, or steps, swimming pools and similar low, unroofed and unscreened construction may be erected within the setback areas, provided that such construction shall not interfere with the exposure of view or reasonable privacy of adjoining or facing properties, upon approval by the ARB. No structure, wall, fence or hedge between two (2) and six (6) feet in height shall be constructed, erected, placed, planted, set out, maintained or

permitted upon any lot within twenty-five (25) feet of any boundary line thereof which extends along any street or other public way, except that this restriction shall not apply to any portion of said dwelling house, the location of which shall be governed by the provisions of the restrictions in Section 13 of this Article XXV.

15. Utility and Drainage Easements. The Grove hereby reserves, for itself, a ten (10) foot easement along the rear of each lot for utility purposes, and an easement ten (10) feet in width (five (5) feet on either side) along the front and side lines of each lot for drainage and public utility purposes. The Grove reserves the right to assign, in whole or in part, any and all of such reserved easement rights for such purposes as may be deemed necessary or desirable for the servicing of said lands. Any walls, fences, paving, planting or other improvements constructed, placed or planted on the property over which the easement lies may be removed, if required for utility installation or maintenance purposes, by The Grove at the expense of the owner of any such lot and The Grove shall not be required to replace the same.

ARTICLE XXVI

USAGE OF PRIVATE ROADS AND COMMON AREAS

Private Roads. On the plat of this subdivision, the original Developer granted to all property owners in this subdivision the nonexclusive and perpetual right of ingress and egress over and across the private roads reflected on said plat; reserving, however, the right to grant similar rights of ingress and egress over and across said private roads to the public and to the property owners in future sections of "Beekman Place" as the same is hereafter developed. Such grant shall be deemed to include the right of use of said roads not only by each property owner but also their respective guests, invitees and domestic help, delivery, pick-up and sanitation services, representatives of utilities servicing said property, United States mail carriers, representatives of fire departments, police departments, and other necessary municipal, county, special district, state or federal agencies, holders of mortgage liens on said property on said property and such other similar persons as The Grove or any owner or lessee of property in

this subdivision may from time to time designate. This right of ingress and egress shall be appurtenant to and shall pass with the title to each lot in this subdivision as the same may be conveyed from time to time without necessity of specific reference thereto.

Common Areas. All common areas such as roads and internal lakes shall be owned by The Grove at Beekman Place Association, Inc. who shall provide for their perpetual maintenance from maintenance fees assessments provided for in Article XXIII of this Declaration of Restrictions, Limitations, Conditions, and Agreements. Included in such maintenance shall be any amount taxed by governmental subdivision or property taxes for said land.

ARTICLE XXVII

MAINTENANCE AND OPERATION ASSESSMENTS

In addition to the specific rights of assessment of members of the Association as hereinabove set forth, the Association shall also have the right to levy annual assessments against the owners of lots in this subdivision and for the general purposes and objectives of said Association as set forth herein and in the Articles of Incorporation and By-Laws of said Association. Such assessments shall be on the basis of one ninety-eighth (1/98) per platted lot in this subdivision and shall initially be set by the Board of Directors. Thereafter, the Association's Board of Directors may increase the amount of the annual assessment if it is determined by the Board that such increase is appropriate in order to meet the general purposes and objectives of the Association, but in no event may an assessment exceed one hundred twenty-five percent (125%) of the assessments for the preceding year.

Procedures for the adoption of an annual budget, mailing of assessment notices and collection of such assessments shall be as set forth in the Articles of Incorporation and By-Laws of the Association. If the aforementioned assessment is not paid when due, the Association shall have the right to bring suit against the delinquent owner and to file a lien against such owner's lot, and said lien may be enforced as hereinabove provided.

ARTICLE XXVIII

RE-SUBDIVIDING

No lot or contiguous group of lots shall ever be re-subdivided or re-platted in any manner which would bring about a greater number of lots than that shown on the plat of this subdivision for the same area.

ARTICLE XXIX

MODIFICATION AND AMENDMENT

The Board of Directors hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of the grantees of other lots or adjoining or adjacent property) to modify these conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, right of first refusal, mortgage redemption privileges, building plans, signs, architectural committee maintenance of parkways, screening of garbage receptacles, clothes lines and air conditioner compressors, and any such deviation or variance shall be evidenced by agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in this subdivision, and the same shall remain fully enforceable as to all other lots in this subdivision by the Board of Directors and the grantees of other lots except as against the lot where such deviation is permitted.

ARTICLE XXX

GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with the title to the Property, and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or the owner of any property subject to this Declaration, and their respective legal representatives, heirs, successors and assigns.
2. Notice. Any notice required to be sent to any member or Owner under the terms and provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the

person who appears as member or owner on the records of the Association at the time of such mailing.

3. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give the Association or any owner, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall include reasonable attorney's fees incurred by the Association in seeking such enforcement.
4. Severability. Invalidation of any one of these covenants and restrictions by Stipulation, Agreement, Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.
5. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of each class of the membership.
6. Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

ARTICLE XXXI

BOOKS AND RECORDS

The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association's members during regular business hours.

ARTICLE XXXII

AMENDMENTS

These By-Laws may be altered, amended or repealed by a vote of two-thirds (2/3) of the members of the Association.

ARTICLE XXXIII

OFFICIAL SEAL

The Association shall have an official seal which shall be in circular form bearing the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

An impression of such seal is set forth to the right hereof:

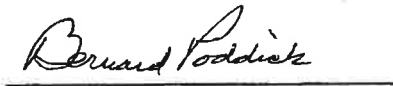


IN WITNESS WHEREOF, the aforesaid subscribers have hereunto set their hands and seals this 24 day of JANUARY, 2008.



Joseph C. Mastrolia,

President



Bernard Poddick

Secretary

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 24th day of January, 2008, before me, the undersigned authority, personally appeared Joseph C Mastrolia, and Bernard Poddick, to me known to be the persons who executed the foregoing Amended and Restated Articles of Incorporation, and acknowledged the execution on such instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal at Sarasota, said County and State, the date aforesaid.


Brenda J. Foster
Notary Public

My Commission Expires:





2011123714

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THE GROVE at BEEKMAN PLACE HOMEOWNERS ASSOCIATION

4888 Hamlets Grove Drive
Sarasota, FL 34235-2233

October 24, 2011

ARTICLE OF AMENDMENT TO
ARTICLES OF INCORPORATION AND
AMENDED AND RESTATED BY-LAWS

OF

THE GROVE AT BEEKMAN PLACE
(Formerly known as The Hamlets Grove Association, Inc.)


ARTICLE XXV, Paragraph 11 (f) is amended and changed to read as on the accompanying page.

The foregoing amendment was adopted in accordance with the provisions of the Amended and Restated By-Laws and Articles of Incorporation by a vote of the members from mail-in ballots opened and counted on October 19, 2011. The final vote was 65 in favor and 4 against from a total of 69 ballots received from a total of 95 properties. Three (3) properties were excluded from voting due to foreclosure proceedings and exclusion from the voting process. This represents a 68.4% in favor of the amendment.

IN WITNESS THEREOF, the undersigned has executed these documents on the 24th day of October, 2011.

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC.


Joseph C. Mastrolia, President


Bernard Poddick, Secretary

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 201123714 2 PGS
2011 OCT 25 11:01 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
HJAMES Receipt#1435744

THE GROVE at BEEKMAN PLACE
HOMEOWNERS ASSOCIATION

4888 Hamlets Grove Drive
Sarasota, FL 34235-2233

ARTICLE OF AMENDMENT TO
ARTICLES OF INCORPORATION AND
AMENDED AND RESTATED BY-LAWS
OF
THE GROVE AT BEEKMAN PLACE
(Formerly known as The Hamlets Grove Association, Inc.)

ARTICLE XXV, Paragraph 11 (f) is amended and changed as follows:

- (f) Boarding up Homes. Houses may be boarded up with wood, metal or other highly visible protective covering only during the time of imminent threat of a storm, but in no event shall remain boarded up with such materials for a period beyond the threat of a storm or in excess of ten (10) days, whichever is shorter. Boarding up with Lexan® or an equivalent semi-invisible material may be permanently or seasonally installed on the windows of homes. However, the installation must not interfere with the harmony of external design of The Grove and such installation must be approved, in advance, by the Architectural Review Board.
This Amendment shall be in full force and effectiveness as of the recording date by Sarasota County.

Instrument prepared by:
Richard Waid
P.O. Box 1055
Sarasota, FL 34230

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2020100195 2 PG(S)
July 29, 2020 11:31:06 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
4888 Hamlets Grove Drive, Sarasota, Florida 34235

ARTICLE OF AMENDMENT
TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
DECLARATION OF RESTRICTIONS AND BY-LAWS OF
THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
(Formerly known as the Hamlets Grove Association)

ARTICLE VIII(k)(h) is stricken in its entirety and replaced with the following:


“ARTICLE VIII(k)(h) To levy fines against any member found to be in violation of the Governing Documents. Any such fine shall be made after investigation and proper notice and hearing as may be required by law. Any fine levied by the Board of Directors may not exceed \$100 per day from the date of the violation until such violation ceases. The total amount of the fine shall not be limited by provisions of F.S. 720.305(2), may exceed \$1000.00 and shall continue to accumulate until the violation ceases. Any attorney’s fees or other costs incurred by the Association in enforcing the Governing Documents shall be levied as a Special Assessment against the Member and his/her property to the extent permitted by law. A Class A Member shall be responsible for payment of any fine and/or Special Assessment levied against a Class C Member occupying Class A Member’s property. Failure to pay when due the fine(s) and Special Assessment(s) may, at the Boards’ discretion, result in a lien being filed against the Member’s property which lien may be foreclosed in the manner prescribed by law. The Board may also undertake any further legal action available to it to collect all sums due.”

This amendment was adopted in accordance with the provisions of the amended Articles of Incorporation and By-laws by an affirmative vote of 68% of Class A Voting Members.

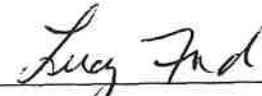
IN WITNESS WHEREOF, the undersigned have executed this document on the 24 day of July, 2020.

THE GROVE AT BEEKMAN PLACE
ASSOCIATION, INC.

BY


RICHARD WAID, ITS PRESIDENT

Attest:


LUCY FORD, ITS SECRETARY

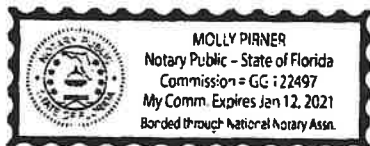
Instrument prepared by:
Richard Waid
P.O. Box 1055
Sarasota, FL 34230

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.
4888 Hamlets Grove Drive, Sarasota, Florida 34235

STATE OF FLORIDA
COUNTY OF SARASOTA

Richard Waid, President of the Board of Directors of The Grove at Beekman Place Association, Inc., acknowledged the foregoing instrument, ARTICLE OF AMENDMENT TO AMENDED AND RESTATED ARTICLES OF INCORPORATION DECLARATION OF RESTRICTIONS AND BY-LAWS OF THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC., on this 24th day of July, 2020, on behalf of said organization.

My commission expires: 01/12/2021





Notary Public

THE GROVE AT BEEKMAN PLACE ASSOCIATION, INC.

Property Address	Owner Name Mailing Address	Legal Description
4502 Hamlets Grove Dr	Anna Patricia Azmi 4502 Hamlets Grove Dr Sarasota, Florida 34235	Lot 1, of Hamlets Grove, a/k/a The Grove at Beekman Place, according to the plat thereof as recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County, Florida
4514 Hamlets Grove Dr	Michael W. Abler, Trustee of the Michael W. Abler Living Trust dated June 8, 2015 99 Frederick Street Santa Cruz, CA 95062	Lot 2, The Grove at Beekman Place f/k/a Hamlets Grove, according to the plat thereof as recorded in Plat Book 31, Pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida
4526 Hamlets Grove Dr	Daniel LaMorte, Trustee of the Daniel Steven Lamorte and Jan Jozef Helsen Revocable Trust 4526 Hamlets Grove Dr Sarasota, FL 34235	RSF2 – RESIDENTIAL, SINGLE FAMILY. LOT 3 THE GROVE AT BEEKMAN PLACE. Together with the all the tenements, hereditaments and appurtenances thereto belongings or in anywise appertaining.
4538 Hamlets Grove Drive	Donald C. Cunningham and Rita Cunningham 4538 Hamlets Grove Drive Sarasota, FL 34235	Lot 4, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4540 Hamlets Grove Drive	Elisabeth Zernik and Lindsey Nomi Liess 6541 AVE D, Sarasota, FL, 34231	LOT 5, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 35, 35A THROUGH 35G, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4552 Hamlets Grove Drive	Edward F. Donovan and Anne M. Donovan 4552 Hamlets Grove Drive Sarasota, FL 34235	Lot 6, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4564 Hamlets Grove Drive	Mark E. Prell and Joan M. Prell P.O. Box 278, Franconia, NH, 03580	Lot 7, HAMLETS GROVE, according to the plat thereof, recorded in Plat Book 31, Page(s) 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4576 Hamlets Grove Drive	Virginia Lee Hilton and Edwin Bruce Hilton Trustees of the Virginia Lee Hilton & Edwin Bruce Hilton Revocable Trust 4576 Hamlets Grove Drive Sarasota, FL 34235	Lot 8, Hamlets Grove at Beekman Place, Plat Book 31, pates 35, 35A through 35G, of the Public Records of Sarasota County, Florida
4588 Hamlets Grove Drive	Barron Schimberg and Patricia Schimberg 3512 E. Forest Lake Dr, Sarasota, FL 34232	Lot 9, The Grove at Beekman Place (f/k/a Hamlet's Grove), as per plat thereof recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4590 Hamlets Grove Drive	Danielle Avenick 4590 Hamlets CT., Sarasota, FL 34235	Lot 10, THE GROVE AT BEEKMAN PLACE, (F/K/A HAMLETS GROVE), by virtue of amendment recorded in O.R. Book 2174, Page 2070, a Subdivision, as per Plat thereof recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County, Florida.
4598 Hamlets Grove Drive	Thomas Rodgers and Leann Rodgers 4598 Hamlets Grove Drive Sarasota, FL 34235	LOT 11, OF THE GROVE AT BEEKMAN PLACE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 35A-35G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4600 Hamlets Grove Drive	Steven C. Carper and Mary Beth Carper 4600 Hamlets Grove Drive Sarasota, FL 34235	Lot 12, THE GROVE AT BEEKMAN PLACE (F/K/A HAMLETS GROVE), according to the plat thereof recorded in Plat Book 31, Page(s) 35 and 35A through 35G, of the Public Records of Sarasota County, Florida.
4604 Hamlets Grove Drive	Janene K. Overley 4604 Hamlets Grove Drive Sarasota, FL 34235	Lot 13, HAMLETS GROVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 31, Pages 35 - 35G of the Public Records of Sarasota County, Florida.
4616 Hamlets Grove Drive	Cheri Duball 4616 Hamlets Grove Drive Sarasota, FL 34235	Lot 14, Hamlets Grove Subdivision, now known as, The Grove at Beekman Place, according to the plat thereof, recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4628 Hamlets Grove Drive	James W. King and Linda A. King 4628 Hamlets Grove Drive Sarasota, FL 34235	Lot 15, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4630 Hamlets Grove Drive	Allen E. Parsons, JR. and Ivette C. Parsons 4630 Hamlets Grove Drive Sarasota, FL 34235	Lot 16, HAMLETS GROVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.
4638 Hamlets Grove Drive	Suzanne Hemenway 4638 Hamlets Grove Drive Sarasota, FL 34235	Lot 17, Hamlets Grove, According to the plat thereof recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4640 Hamlets Grove Drive	Milford Bruce Asbury and Katherine E. Asbury 4640 Hamlets Grove Drive Sarasota, FL 34235	Lot 18, THE GROVE AT BEEKMAN PLACE, (F/K/A HAMLETS GROVE), by virtue of Amendment recorded in Official Records Book 2174, Page 2070, as per plat thereof recorded in Plat Book 31, Pages 35, 35A through 35G, Public Records of Sarasota County, Florida.
4644 Hamlets Grove Drive	Jesse James Hubbard III and Tonicia Hubbard 4644 Hamlets Grove Drive Sarasota, FL 34235	Lot 19, The Grove at Beekman Place f/k/a Hamlets Grove, a Subdivision, according to the Plat thereof as recorded in Plat Book 31, page(s) 35, of the Public Records of Sarasota County, Florida.
4656 Hamlets Grove Drive	Ashley B. Hayden 4656 Hamlets Grove Drive Sarasota, FL 34235	LOT 20, HAMLETS GROVE, A SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 35, 35A THROUGH 35G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA
4668 Hamlets Grove Drive	Muslima Lewis 4668 Hamlets Grove Drive Sarasota, FL 34235	LOT 21, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 35, 35A THROUGH 35G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

Property Address	Owner Name Mailing Address	Legal Description
4670 Hamlets Grove Drive	Matthew McKenzie and Victoria McKenzie 4670 Hamlets Grove Drive Sarasota, FL 34235	Lot 22, The Grove at Beekman Place F/K/A Hamlets Grove, a Subdivision, according to the map or plat thereof as recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.
4676 Hamlets Grove Drive	Odalis Sandia and Ramon Sandia 747 Gardner Street Austell, GA 30168	Lot 23, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, according to the map or plat thereof as recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.
4688 Hamlets Grove Drive	Carol Barleycorn 4688 Hamlets Grove Drive Sarasota, FL 34235	LOT 24, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE(S) 35, 35A THROUGH 35G, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4690 Hamlets Grove Drive	Ila M Jones 4690 Hamlets Grove Drive Sarasota, FL 34235	Lot 25, The Grove at Beekman Place F/K/A Hamlets Grove, a Subdivision, according to the map or plat thereof as recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.
4694 Hamlets Grove Drive	Christina Maria Mehaffey and Timothy John Mehaffey 4694 Hamlets Grove Drive Sarasota, FL 34235	Lot 26, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, according to the plat thereof recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County. Florida.
4700 Hamlets Grove Drive	The Janet and Bernard Poddick Trust, UTD May 13, 2013, Bernard G. Poddick and Janet C. Poddick, as Trustees 4700 Hamlets Grove Drive Sarasota, FL 34235	Lot 27, HAMLETS GROVE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 31, Pages 35 and 35A, of the Public Records of Sarasota County Florida.
4706 Hamlets Grove Drive	Gregory Truesdell 249 Upper Stella Ireland RD Binghamton, NY 13905	LOT 28, HAMLETS GROVE SUBDIVISION, as per Plat thereof recorded in Plat Book 31, Pages 35 and 35 A through 35G, of the public Records of SARASOTA County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4718 Hamlets Grove Drive	Olivia Kaya Fuentes and Andrew Glasgow 4718 Hamlets Grove Drive Sarasota, FL 34235	LOT 29, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE(S) 35, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4720 Hamlets Grove Drive	Deborah Thurber 4720 Hamlets Grove Drive Sarasota, FL 34235	Lot 30, The Grove at Beekman Place, (F/K/A Hamlets Grove), according to the map or plat thereof as recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.
4724 Hamlets Grove Drive	Roy N. Scribner, JR. and Marie E. Scribner 4724 Hamlets Grove Drive Sarasota, FL 34235	Lot 31, HAMLETS GROVE SUBDIVISION, according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G of the Public Records of Sarasota County, Florida.
4736 Hamlets Grove Drive	Donald H. LaFrance and Barbara J. LaFrance 4736 Hamlets Grove Drive Sarasota, FL 34235	Lot 32, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4748 Hamlets Grove Drive	Ryan P. Oakley and Theresa M. Oakley 4748 Hamlets Grove Drive Sarasota, FL 34235	Lot 33, THE GROVE AT BEEKMAN PLACE (f/k/a HAMLETS GROVE), according to the map or plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4750 Hamlets Grove Drive	Kasy's Place, LLC 7789 Castleisland DR Sarasota, FL 34240	Lot 34, The Grove at Beekman Place, formerly known as Hamlets Grove Subdivision, according to the plat thereof recorded in Plat Book 31, pages 35, 35A through 35G, of the public records of Sarasota County, Florida.
4754 Hamlets Grove Drive	Gregory Gross 4754 Hamlets Grove Drive Sarasota, FL 34235	Lot 35, The Grove at Beekman Place, f/k/a Hamlets Grove Subdivision, according to the plat thereof, recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4766 Hamlets Grove Drive	Stuart Donner and Michelle Brazas 4766 Hamlets Grove Drive Sarasota, FL 34235	Lot 36, Hamlets Grove Subdivision, now known as The Grove at Beekman Place, according to the Plat thereof recorded in Plat Book 31, Pages 35 and 35A thru 35G, of the Public Records of Sarasota County, Florida
4778 Hamlets Grove Drive	Guy W. Ealey and Valerie A. Ealey 4778 Hamlets Grove Drive Sarasota, FL 34235	Lot 37, THE GROVE AT BEEKMAN PLACE f/k/a HAMLETS GROVE, according to the plat thereof, recorded in Plat Book 31, Page 35, of the Public Records of SARASOTA County, Florida.
4782 Hamlets Grove Drive	Michael R. Ashton 4782 Hamlets Grove Drive Sarasota, FL 34235	LOT 38, HAMLETS GROVE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 35 AND 35A THROUGH 35G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4786 Hamlets Grove Drive	Mark S. Macko and Donna L. Macko 4786 Hamlets Grove Drive Sarasota, FL 34235	Lot 39/ GROVE AT BEEKMAN PLACE, f/k/a HAMLETS GROVE SUBDIVISION, according to the plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, of the Public Records of Sarasota County, Florida.
4798 Hamlets Grove Drive	David E. Silva and Melissa J. Rothenbach 4798 Hamlets Grove Drive Sarasota, FL 34235	Lot 40, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, according to the Plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4800 Hamlets Grove Drive	Karen Elizabeth Geist 4800 Hamlets Grove Drive Sarasota, FL 34235	Lot 41, HAMLETS GROVE N/K/A THE GROVE AT BEEKMAN PLACE, according to the plat thereof, as recorded in Plat Book 31, Page(s) 35, of the Public Records of Sarasota County, Florida.
4806 Hamlets Grove Drive	Debra Lou Harrington 4806 Hamlets Grove Drive Sarasota, FL 34235	Lot 42, The Grove at Beekman Place, formerly known as Hamlets Grove Subdivision, according to the plat thereof recorded in Plat Book 31, pages 35, 35A through 35G, of the public records of Sarasota County, Florida.
4818 Hamlets Grove Drive	Mark Williams and Karin Williams, as co-trustees of the Williams Family Revocable Trust dated August 9, 2023 4818 Hamlets Grove Drive	Lot 43, HAMLETS GROVE SUBDIWION, according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A thru 35G, Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
	Sarasota, FL 34235	
4822 Hamlets Grove Drive	Tomasz Rutkiewicz and Kinga Rutkiewicz 4822 Hamlets Grove Drive Sarasota, FL 34235	LOT 44 OF THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 35, 35A THROUGH 35G INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4834 Hamlets Grove Drive	Rogelio R. Gonzalez and Luz R. Disla Gonzalez 4834 Hamlets Grove Drive Sarasota, FL 34235	Lot 45, The Grove at Beekman Place f/k/a Hamlets Grove, as per plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County, Florida.
4846 Hamlets Grove Drive	STEPHEN G. CARROLL and EUGENIA R. BATALLIA, as Trustees of the CARROLL Trust, dated June 11, 2013 4846 Hamlets Grove Drive Sarasota, FL 34235	Lot 46, HAMLETS GROVE SUBDIVISION, according to the plat thereof recorded at Plat Book 31, Pages 35, 35A through 35G, of the Public Records of SARASOTA County, Florida.
4858 Hamlets Grove Drive	Eric B. Seah and Kathleen H. Seah 4858 Hamlets Grove Drive Sarasota, FL 34235	Lot 47, THE GROVE AT BEEKMAN PLACE, (F/K/A HAMLETS GROVE), by virtue of amendment recorded in O.R. Book 2174, Page 2070, a Subdivision, as per Plat thereof recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County, Florida
4860 Hamlets Grove Drive	Joshua C. Gilreath and Lydia S. Gilreath 4860 Hamlets Grove Drive Sarasota, FL 34235	Lot 48, The Grove at Beekman Place, f/k/a Hamlets Grove, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, of the Public Records of Sarasota County, Florida.
4874 Hamlets Grove Drive Sarasota, FL 34235	Dieter E. Krakow 4874 Hamlets Grove Drive Sarasota, FL 34235	LOT 49, HAMLETS GROVE, A/K/A GROVE AT BEEKMAN PLACE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 35, 35A TO 35G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4886 Hamlets Grove Drive	Klaudia Grad and Jonathan Bernales 4886 Hamlets Grove Drive Sarasota, FL 34235	Lot 50, of THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, according to the Plat thereof, as recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4898 Hamlets Grove Drive	Joseph P. Vermilya and Amanda J. Vermilya 4898 Hamlets Grove Drive Sarasota, FL 34235	Lot 51, HAMLETS GROVE A SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida
4875 Hamlets Grove Drive	George R. Carpenter, III and Pamela S. Carpenter 4875 Hamlets Grove Drive Sarasota, FL 34235	Lot 52, The Groves at Beekman Place, formerly known as, Hamlets Grove, by virtue of Amendment recorded in Official Records Book 2174, page 2070, as per plat thereof recorded in Plat Book 31, Pages 35, 35A thru 35G, inclusive, of the Public Records of Sarasota County, Florida.
4887 Hamlets Grove Drive	Karin Goodwin 4887 Hamlets Grove Drive Sarasota, FL 34235	Lot 53, THE GROVE AT BEEKMAN PLACE, F/K/A HAMLETS GROVE, according to the map or plat thereof as recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.
4899 Hamlets Grove Drive	Ferdinand J. Thompson and Mary Anne Thompson 4899 Hamlets Grove Drive Sarasota, FL 34235	Lot 54, HAMLETS GROVE, a Subdivision, as per Plat thereof recorded in Plat Book 31, Pages 35, 35A to 35G, inclusive, of the Public Records of Sarasota County, Florida.
4503 Hamlets Grove Drive	RICHARD M. TROTTIER and CONSTANCE L. TROTTIER, as Co-Trustees of RICHARD M. TROTTIER and CONSTANCE L. TROTTIER JOINT TRUST AGREEMENT DATED JULY 13, 2021 4503 Hamlets Grove Drive Sarasota, FL 34235	Lot 55, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4515 Hamlets Grove Drive	Marinos Theodoropoulos and Antonia Alexiou 255 Apple Blossom DR, Thornhill, ON, L4J 8W5, Canada	Lot 56, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, according to the plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4527 Hamlets Grove Drive	Karen E. Wantuck 4527 Hamlets Grove Drive Sarasota, FL 34235	Lot 57, Hamlets Grove Subdivision, according to the plat thereof, as recorded in Plat Book 31, Page 35 and 35A through 35G of the Public Records of Manatee County, Florida
4539 Hamlets Grove Drive	Tara Tahmosh-Newell and Trevor Bliss 4539 Hamlets Grove Drive Sarasota, FL 34235	LOT 58, THE GROVE AT BEEKMAN PLACE, F/K/A HAMLET'S GROVE SUBDIVISION, AS PER PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE 35, 35A THROUGH

Property Address	Owner Name Mailing Address	Legal Description
		35G, INCLUSIVE, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4541 Hamlets Grove Drive	Brenda Carol Stokes 4541 Hamlets Grove Drive Sarasota, FL 34235	Lot 59, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4553 Hamlets Grove Drive	Patricia L. Martin, Trustee of the Patricia L. Martin Revocable Trust under agreement dated June 28, 2023 4553 Hamlets Grove Drive Sarasota, FL 34235	Lot 60, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4565 Hamlets Grove Drive	David E. Cox and Kay J. Cox 4565 Hamlets Grove Drive Sarasota, FL 34235	Lot 61, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4577 Hamlets Grove Drive	John R. Reven and Kathleen S. Reven 4577 Hamlets Grove Drive Sarasota, FL 34235	Lot 62, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4589 Hamlets Grove Drive	JOHN ROWE, Trustee of THE JOHN ROWE REVOCABLE TRUST, u/t/d MAY 10, 2023 4589 Hamlets Grove Drive Sarasota, FL 34235	LOT 63, HAMLETS GROVE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 35, 35A THROUGH 35G, INCLUSIVE, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4593 Hamlets Grove Drive	SWH 2017-1 BORROWER, LP 8665 E. Hartford Dr. STE 200, Scottsdale, AZ 85255	LOT 64, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGE(S) 35, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4601 Hamlets Grove Drive	Glenn L. Smith and Donna M. Smith 3645 Valewood DR Munhall, PA 15120	LOT 65, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 35, 35A THROUGH 35G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4605 Hamlets Grove Drive	Peter I. Wovkonish and Wongthong Wovkonish PO Box 2734 Sarasota, FL 34230	Lot 66, HAMLETS GROVE SUBDIVISION, as per Plat thereof recorded in Plat Book 31, Pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4617 Hamlets Grove Drive	Thomas F. Benoit 4617 Hamlets Grove Drive Sarasota, FL 34235	Lot 67, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, according to the plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4629 Hamlets Grove Drive	Margaret Dupre 4629 Hamlets Grove Drive Sarasota, FL 34235	Lot 68, THE GROVE AT BEEKMAN PLACE (f/k/a/ HAMLETS GROVE), by virtue of Amendment recorded in Official Records Book 2174, Page 2070, according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G, inclusive of the Public Records of Sarasota County, Florida.
4631 Hamlets Grove Drive	Jonathan P. Kroll and Christine M. Kroll 4631 Hamlets Grove Drive Sarasota, FL 34235	Lot 69, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4637 Hamlets Grove Drive	Kevin A. Wright and Maureen J. Wright 4637 Hamlets Grove Drive Sarasota, FL 34235	LOT 70, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 35, 35A THROUGH 35G, INCLUSIVE, OF THE PUBLIC RECORDS OS SARASOTA COUNTY, FLORIDA.
4649 Hamlets Grove Drive	Beverly J. Eckert 4649 Hamlets Grove Drive Sarasota, FL 34235	Lot 71, Hamlets Grove n/k/a Grove at Beekman Place, according to plat thereof recorded in Plat Book 31, Page 35, 35a through 35G of the Public Records of Sarasota County, Florida.
4651 Hamlets Grove Drive	Karen Wantuck and Eric J. Taylor 4527 Hamlets Grove Drive Sarasota, FL 34235	Lot 72, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, according to the plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4655 Hamlets Grove Drive	John David Kellemen and Steven Bruce Wolinsky 4655 Hamlets Grove Drive Sarasota, FL 34235	Lot 73, The Grove at Beekman's Place F/K/A Hamlets Grove, according to the map or plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4667 Hamlets Grove Drive	Rangsook Yoon and Fazal A. Shaw 5684 Ron Rd St. Cloud, FL 34771	Lot 74, The Grove at Beekman Place, f/k/a Hamlets Grove, according to the map or plat thereof, as recorded in in Plat Book 31, Page(s) 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4679 Hamlets Grove Drive	Patrick A. McKay 4679 Hamlets Grove Drive Sarasota, FL 34235	Lot 75, THE GROVE AT BEEKMAN PLACE (f/k/a HAMLETS GROVE), by virtue of amendment recorded in Official Records Book 2174, Page 2070 and according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.
4681 Hamlets Grove Drive	The A&M Gulacsy Living Trust, UTD 8/2, 2012, Adam Gulacsy and Martha M. Gulacsy, as Trustees 4681 Hamlets Grove Drive Sarasota, FL 34235	Lot 76. THE GROVE AT BEEKMAN PLACE, (F/K/A HAMLETS GROVE), by virtue of Amendment recorded in O.R. Book 2174, Page 2070, according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A-35G, Inclusive of the Public Records of Sarasota County Florida.
4693 Hamlets Grove Drive	Charles Consolvo III and Teresa L. Consolvo 4693 Hamlets Grove Drive Sarasota, FL 34235	Lot 77, THE GROVE AT BEEKMAN PLACE, according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A, of the Public Records of SARASOTA County, Florida.
4701 Hamlets Grove Drive	John T. Sharp and Jennie R. Sharp 4701 Hamlets Grove Drive Sarasota, FL 34235	Lot 78, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4707 Hamlets Grove Drive	Brian Peter Lally 4707 Hamlets Grove Drive Sarasota, FL 34235	Lot 79, THE GROVE AT BEEKMAN PLACE (f/k/a HAMLETS GROVE), by virtue of the amendment recorded in Official Records Book 2174, Page 2070, and according to the plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.
4719 Hamlets Grove Drive	Michael McDonald and Pamela M. McDonald 4719 Hamlets Grove Drive Sarasota, FL 34235	Lot 80, THE GROVE AT BEEKMAN PLACE, F/K/A HAMLETS GROVE, according to the plat thereof recorded in Plat Book 31, Page 35, of the Public Records of SARASOTA County, Florida.
4721 Hamlets Grove Drive	Jaimie Lynn Miller 4721 Hamlets Grove Drive Sarasota, FL 34235	LOT 81, THE GROVE AT BEEKMAN PLACE F/K/A HAMLETS GROVE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGE 35, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
4725 Hamlets Grove Drive	John Deranianian and Nancy M. Deranianian 4725 Hamlets Grove Drive Sarasota, FL 34235	LOT 82, HAMLETS GROVE SUBDIVISION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGES 35 AND 35A THROUGH 35G, PUBLIC RECORDS OF

Property Address	Owner Name Mailing Address	Legal Description
		SARASOTA COUNTY, FLORIDA.
4737 Hamlets Grove Drive	Gary J. Clifford and June M. Clifford 4737 Hamlets Grove Drive Sarasota, FL 34235	Lot 83, The Grove at Beekman Place (f/k/a Hamlets Grove) by virtue of Amendment recorded in Official Records Book 2174, page 2070, according to the plat thereof recorded in Plat Book 31, pages 35 and 35A thru 35G, inclusive, of the Public Records of Sarasota County, Florida.
4749 Hamlets Grove Drive	Daniel Peter Podany and Christine Marie Podany 4749 Hamlets Grove Drive Sarasota, FL 34235	Lot 84, The Grove at Beekman Place (f/k/a Hamlets Grove), according to the plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4751 Hamlets Grove Drive	JENNIE C. KRUSE, as Trustee of the JENNIE C. KRUSE REVOCABLE TRUST, dated January 30, 2018 4751 Hamlets Grove Drive Sarasota, FL 34235	Lot 85, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, of the Public Records of Sarasota County, Florida.
4763 Hamlets Grove Drive	Joseph J. Riccardi and Diane R. Riccardi 4763 Hamlets Grove Drive Sarasota, FL 34235	Lot 86, THE GROVE AT BEEKMAN PLACE, f/k/a Hamlets Grove, according to the map or plat thereof, as recorded in Plat Book 31, Page(s) 35, of the Public Records of Sarasota County, Florida.
4775 Hamlets Grove Drive	Merrilee S. Brown-Clark 4775 Hamlets Grove Drive Sarasota, FL 34235	Lot 87, THE GROVE AT BEEKMAN PLACE, (f/k/a Hamlets Grove), according to the map or plat thereof, as recorded in Plat Book 31, Page 35, of the Public Records of Sarasota County, Florida.
4787 Hamlets Grove Drive	Dorothy A. Kensinger 4787 Hamlets Grove Drive Sarasota, FL 34235	Lot 88, of Hamlets Grove a/k/a The Grove at Beekman Place, according to the plat thereof as recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County, Florida.
4791 Hamlets Grove Drive	Richard Waid and Kevin Steele 4791 Hamlets Grove Drive Sarasota, FL 34235	Lot 89, Hamlets Grove Subdivision, according to the Plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G inclusive, of the Public Records of Sarasota County, Florida.
4799 Hamlets Grove Drive	Hazel Johnson 4799 Hamlets Grove Drive Sarasota, FL 34235	Lot 90, Hamlets Grove, n/k/a The Grove at Beekman Place, according To the map or plat thereof as recorded in Plat Book 31, Page 35, Public Records of Sarasota County, Florida.

Property Address	Owner Name Mailing Address	Legal Description
4803 Hamlets Grove Drive	Andrea Martin Iverson and Brent Iverson 4803 Hamlets Grove Drive Sarasota, FL 34235	Lot 91, The Grove at Beekman Place FKA Hamlets Grove, according to the plat thereof, as recorded in Plat Book 31, Page(s) 35, of the Public Records of Sarasota County, Florida.
4817 Hamlets Grove Drive	Henry P. Belval and Jessica L. Belval 4817 Hamlets Grove Drive Sarasota, FL 34235	Lot 92, THE GROVE AT BEEKMAN PLACE (f/k/a Hamlets Grove), as per Plat thereof recorded in Plat Book 31, pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.
4829 Hamlets Grove Drive	HOWARD MELTZER and/or DORIS MELTZER, as Trustees under the provisions of the HOWARD MELTZER and DORIS MELTZER Revocable Trust dated July 18, 2005, or any successor trustee 4829 Hamlets Grove Drive Sarasota, FL 34235	Lot 93, HAMLETS GROVE SUBDIVISION, as per plat thereof in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4831 Hamlets Grove Drive	Ilya Zharov 4831 Hamlets Grove Drive Sarasota, FL 34235	Lot 94, THE GROVE AT BEEKMAN PLACE (f/k/a HAMLETS GROVE), according to the map or plat thereof, as recorded in Plat Book 31, Page(s) 35, of the Public Records of Sarasota County, Florida.
4837 Hamlets Grove Drive	Walter E. Giddens and Deborah A. Giddens 4837 Hamlets Grove Drive Sarasota, FL 34235	Lot 95, HAMLETS GROVE SUBDIVISION, as per plat thereof recorded in Plat Book 31, Pages 35 and 35A through 35G, Public Records of Sarasota County, Florida.
4849 Hamlets Grove Drive	Alfredo E. Vargas and Carmen P. Vargas 4849 Hamlets Grove Drive Sarasota, FL 34235	Lot 96, Hamlets Grove, according to the Plat thereof, recorded in Plat Book 31, Pages 35, 35A through 35G, inclusive, of the Public Records of Sarasota County, Florida.
4851 Hamlets Grove Drive	Jospeh Robert Edstrom and Brandi Alyse Edstrom 4851 Hamlets Grove Drive Sarasota, FL 34235	Lot 97, The Grove at Beekman Place f/k/a Hamlets Groves, a Subdivision, according to the map or plat thereof, as recorded in Plat Book 31, Page(s) 35, of the Public Records of Sarasota County, Florida.
4863 Hamlets Grove Drive	CHARLES R. JARMAN, as Trustee of the CHARLES R. JARMAN REVOCABLE TRUST, dated September 15, 2000 4863 Hamlets Grove Drive Sarasota, FL 34235	Lot 98, of Hamlets Grove a/k/a The Grove at Beekman Place, according to the plat thereof as recorded in Plat Book 31, Pages 35, 35A through 35G, of the Public Records of Sarasota County, Florida.

CONSENT TO DEEDATION BY
COLLUTY FUELING INC. HAS
RECORDED IN O.R. BOOK 138
OF THE PUBLIC RECORDS OF
SARASOTA COUNTY, FLORIDA

SEC. 4&9, TWP. 36S., RGE. 18E.
SARASOTA COUNTY, FLORIDA

CONSENTS TO DEDICATION

- STATE OF FLORIDA)
-
- COUNTY OF SARASOTA) SS

SOUTHEAST BANK, N.A., A FLORIDA CORPORATION, HOLDER OF MORTGAGE DATED AUGUST 19, 1985 AND RECORDED IN OFFICIAL RECORD BOOK 1799 AT PAGE 2689, PUBLIC RECORDS OF SARBSDOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS PLAT AND THE INSTRUMENTS PERTAINING THEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE INSTRUMENTS TO BE
EXECUTED BY ITS VICE PRESIDENT AND ATTESTED BY ITS VICE PRESIDENT, THIS 22nd DAY OF
September, 1986 A.D.

SOUTHEAST BANK, N.A.

ATTEST: *[Signature]*
MICHAEL R. BUTLER, VICE PRESIDENT

Michael B. Dutlen, Vice President

STATE OF FLORIDA)
COUNTY OF SEMINOLE) SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED MICHAEL H. BUTLER, VICE PRESIDENT, AND DAVID L. GRUNWILLE VICE PRESIDENTS OF SOUTHEAST BANK, N.A., A MEMBER OF THE FLORIDA CORPORATION, TO ME, KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CONSENT TO DISPOSITION, AND THEY EACH FULLY ACKNOWLEDGED BEFORE ME THAT THEY WANTED TO ENTER INTO THE FOREGOING CONSENT TO DISPOSITION, FOR AND ON BEHALF OF SAID CORPORATION, AND TO HAVE THE SAME AS SUCH OFFICERS, FOR AND ON BEHALF OF SAID CORPORATION, RECORDED.

WITNESS MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA, THIS
 19th day of June, 1985.

NOTARY PUBLIC, STATE OF FLORIDA
BY *[Signature]* LARGE

370-00

- STATE OF FLORIDA)
COUNTY OF HANATEE) SS

ZOLTER, NAJJAR & BRYOWER, INC., A FLORIDA CORPORATION, HOLDER OF MORTGAGE DATED APRIL 23, 1986 AND RECORDED IN OFFICIAL RECORD BOOK 1878 AT PAGE 2304, PUBLIC RECORDS OF SAKABOTA COUNTY, FLORIDA, DOES HEREBY RATIFY, APPROVE, CONFIRM AND CONSENT TO THIS ASSIGNMENT.

WITNESS MY HAND AND SEAL OF OFFICE, THIS 1ST DAY OF MAY, 1990.

NOTARY PUBLIC

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE
EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY, THIS 10 DAY OF
AUGUST, 1986, A.D.

POLYMER LETTERS EDITION, INC.

BY: Dan C. Toller
Dan C. Toller, President

ATTEST: Gerald N. Nutter

LEONARD J. NAJJAN, SECRETARY

STATE OF FLORIDA) 86
COUNTY OF HAWAII)

WITNESSES MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA, THIS 15TH DAY OF AUGUST, A.D. 1988.

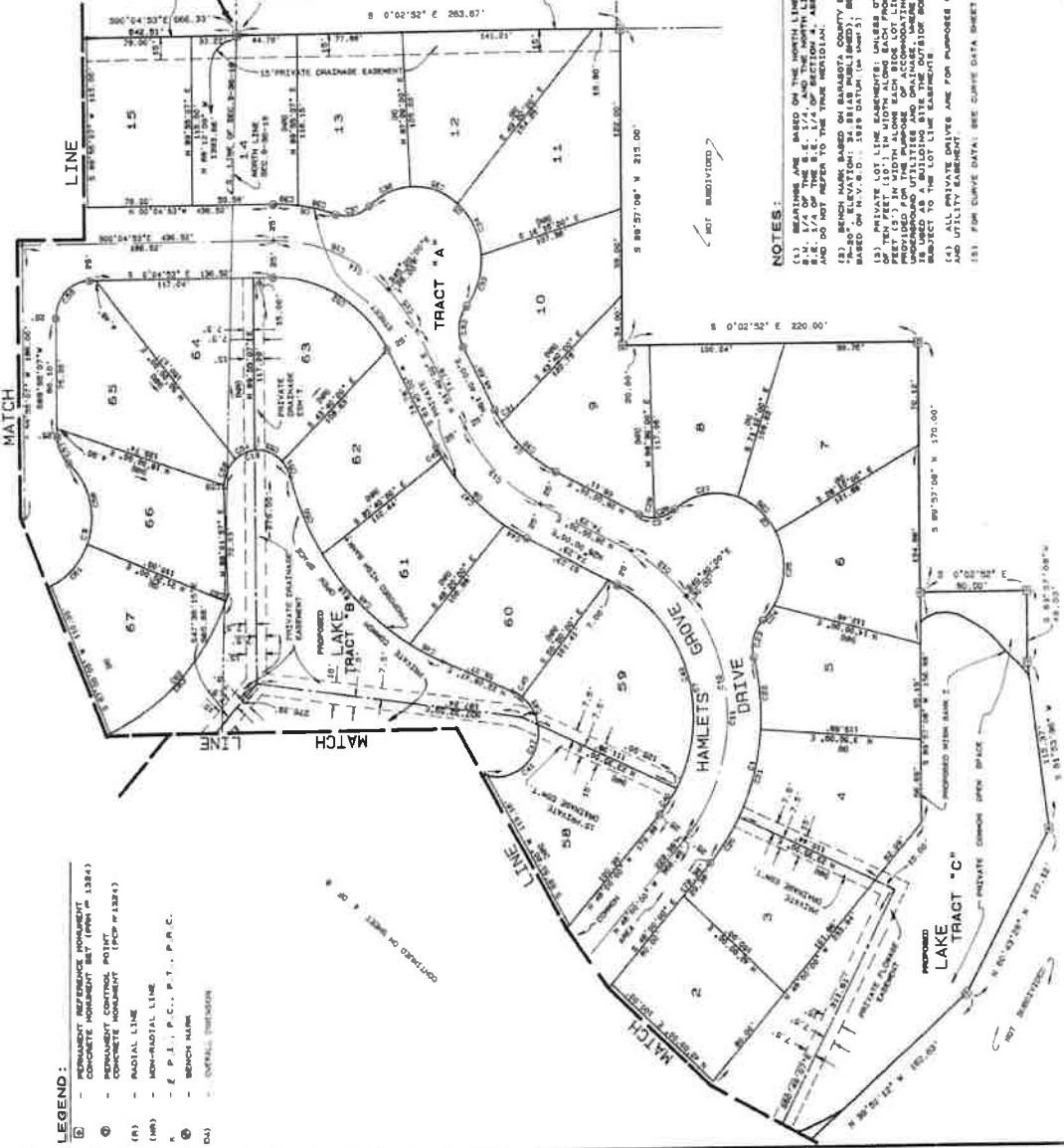
Shawn K. Green
PROTARY PUBLIC, STATE OF FLORIDA
AT LARGE

BY COMMISSION EXPIRES: December 20, 1986

ZOLLER, NAJJAR & SHROYER, INC.
ENGINEERS, PLANNERS AND LAND SURVEYORS
GRADENTON, FLORIDA

SEC. 4&9, TWP. 36S., RGE. 18E.
SARASOTA COUNTY, FLORIDA

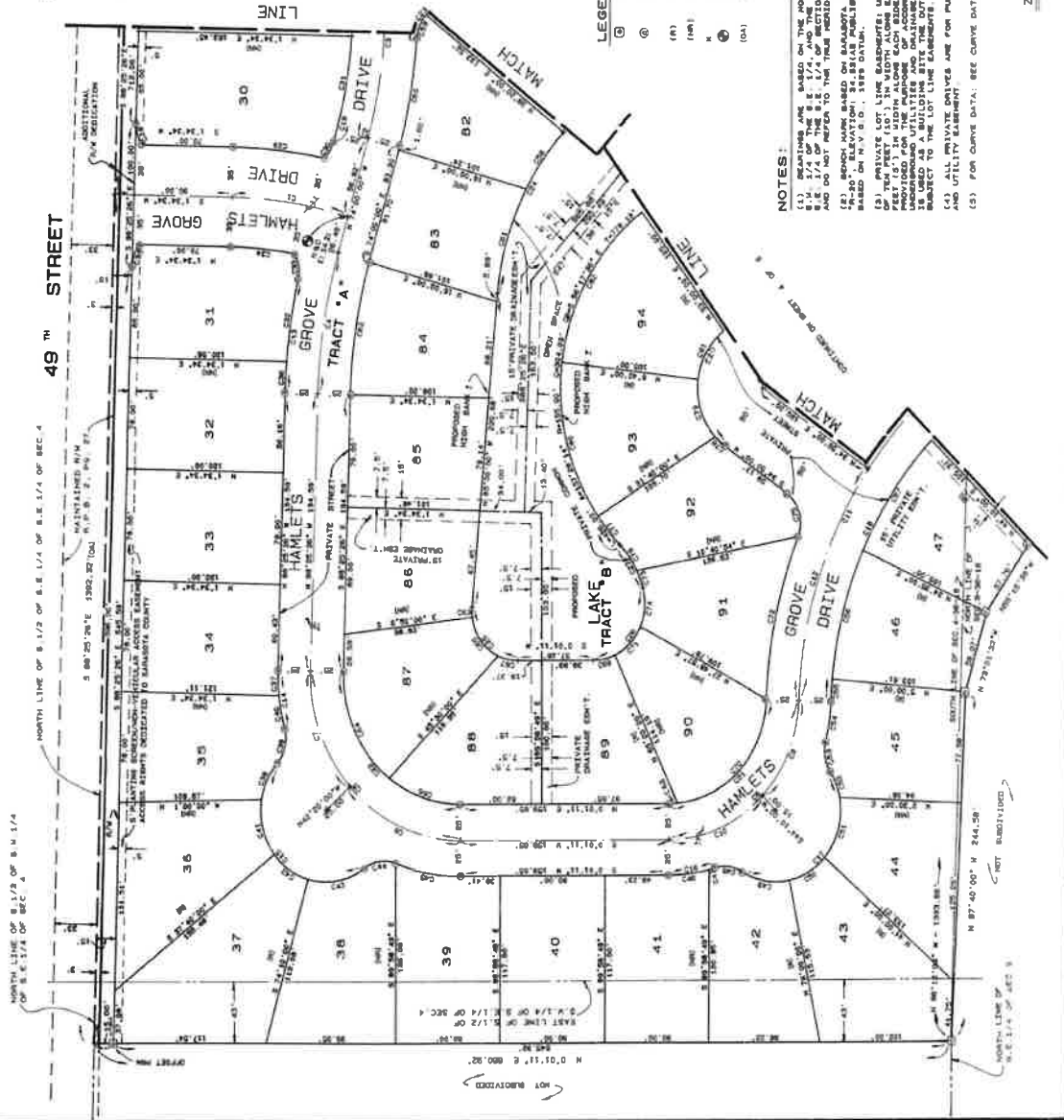
SEC. 489, TWP. 36S., RGE. 18E.
SARASOTA COUNTY, FLORIDA

[illegible]

ZOLLER, NAJJAR & SHROYER, INC.
ENGINEERS, PLANNERS AND LAND SURVEYORS
BRAENTON, FLORIDA

HAMLETS GROVE A SUBDIVISION

SEC. 489, TWP. 36S., RGE. 18E.
SARASOTA COUNTY, FLORIDA



- LEGEND:
- (1) - PERMANENT REFERENCE MONUMENT
 - (2) - CONCRETE MONUMENT SET (P.O. # 1384)
 - (3) - PERMANENT CONTROL POINT
 - (4) - CONCRETE MONUMENT (P.O. # 1384)
 - (5) - RADIAL LINE
 - (6) - NON-RADIAL LINE
 - (7) - P.I., P.C., P.T., P.R.C.
 - (8) - BENCH MARK
 - (9) - OVERALL DIMENSION

NOTES:

(1) BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

(2) MONUMENTS BASED ON SARASOTA COUNTY RECORDS AS SHOWN ON N.Y.D. - 1988 DATUM.

(3) PRIVATE LOT LINE BOUNDARIES: UNLESS OTHERWISE INDICATED, BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

(4) PRIVATE LOT LINE BOUNDARIES: UNLESS OTHERWISE INDICATED, BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

(5) PRIVATE LOT LINE BOUNDARIES: UNLESS OTHERWISE INDICATED, BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

(6) PRIVATE LOT LINE BOUNDARIES: UNLESS OTHERWISE INDICATED, BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

(7) PRIVATE LOT LINE BOUNDARIES: UNLESS OTHERWISE INDICATED, BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

(8) PRIVATE LOT LINE BOUNDARIES: UNLESS OTHERWISE INDICATED, BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

(9) PRIVATE LOT LINE BOUNDARIES: UNLESS OTHERWISE INDICATED, BOUNDARIES ARE BASED ON THE NORTH LINE OF THE SOUTH 1/4 OF THE SECTION 489, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, AND DO NOT REFER TO THE TRUE MERIDIAN.

ZOLLER, NAJJAR & SHROYER, INC.
ENGINEERS, PLANNERS AND LAND SURVEYORS
BRADENTON, FLORIDA

HAMLETS GROVE **A SUBDIVISION**

SEC. 4&9, TWP. 36S., RGE. 18E.
SARASOTA COUNTY, FLORIDA

49TH STREET

49TH STREET

49TH STREET

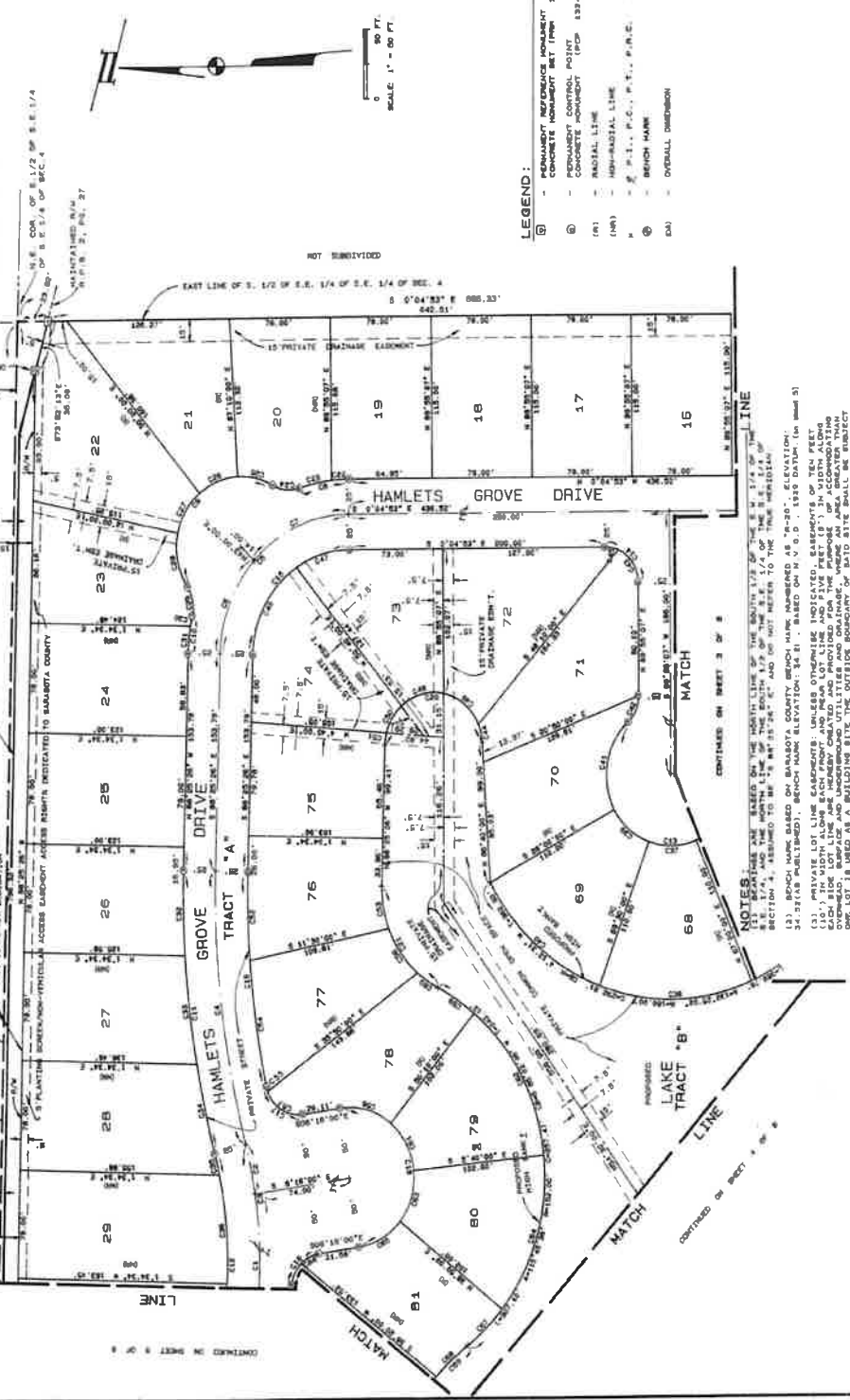
49TH STREET

49TH STREET

49TH STREET

49TH STREET

49TH STREET



- LEGEND:**
- PERMANENT REFERENCE MONUMENT
 - CONCRETE MONUMENT SET (P.M.P. 1324)
 - PERMANENT CONTROL POINT
 - CONCRETE MONUMENT (P.C.P. 1324)
 - ADJACENT LINE
 - NEW-ADJACENT LINE
 - P.L., P.C., P.T., P.H.C.
 - BEACH MARK
 - OVERALL DIMENSION

ZOLLER, NAJJAR & SHROVER, INC.
ENGINEERS, PLANNERS AND LAND SURVEYORS
BRADENTON, FLORIDA

NOTES:

- ALL PRIVATE DRIVE ARE FOR PURPOSES OF IMPROVEMENTS, DRAINAGE AND UTILITY EASEMENT.
- FOR CURVE DATA: SEE CURVE DATA SHEET NO. 2 (SHEET 8 OF 8).
- PRIVATE LOT LINE EASEMENTS: UNLESS OTHERWISE INDICATED, EASEMENTS OF TEN FEET WIDTH SHALL APPLY TO ALL LOT LINES. PRIVATE LOT LINES SHALL BE LOCATED AND ADJUSTED TO ACCOMMODATE THE OVERSIZED, SURFACE AND UNDERGROUND UTILITIES AND DRAINAGE AREAS AS SHOWN ON THE SITE PLAN. THE LOT LINE EASEMENTS SHALL BE LOCATED TO THE OUTSIDE CORNER OF THE LOT LINE EASEMENTS.
- ALL PRIVATE DRIVE ARE FOR PURPOSES OF IMPROVEMENTS, DRAINAGE AND UTILITY EASEMENT.
- FOR CURVE DATA: SEE CURVE DATA SHEET NO. 2 (SHEET 8 OF 8).

HAMLETS GROVE
A SUBDIVISION

SEC. 4 & 9, TWP. 36 S., RGE. 18 E.
SARASOTA COUNTY, FLORIDA

CURVE DATA SHEET NO. 1

SEE SHEET 3 OF 8									
CURVE	LENGTH	DELTA	ADJUST	DOPO	LENGTH	DOPO	BEARING	TANGENT	STATION
1	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	10.00
2	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	20.00
3	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	30.00
4	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	40.00
5	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	50.00
6	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	60.00
7	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	70.00
8	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	80.00
9	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	90.00
10	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	100.00
11	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	110.00
12	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	120.00
13	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	130.00
14	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	140.00
15	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	150.00
16	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	160.00
17	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	170.00
18	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	180.00
19	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	190.00
20	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	200.00
21	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	210.00
22	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	220.00
23	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	230.00
24	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	240.00
25	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	250.00
26	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	260.00
27	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	270.00
28	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	280.00
29	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	290.00
30	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	300.00
31	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	310.00
32	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	320.00
33	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	330.00
34	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	340.00
35	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	350.00
36	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	360.00
37	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	370.00
38	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	380.00
39	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	390.00
40	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	400.00
41	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	410.00
42	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	420.00
43	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	430.00
44	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	440.00
45	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	450.00
46	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	460.00
47	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	470.00
48	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	480.00
49	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	490.00
50	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	500.00
51	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	510.00
52	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	520.00
53	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	530.00
54	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	540.00
55	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	550.00
56	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	560.00
57	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	570.00
58	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	580.00
59	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	590.00
60	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	600.00
61	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	610.00
62	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	620.00
63	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	630.00
64	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	640.00
65	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	650.00
66	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	660.00
67	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	670.00
68	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	680.00
69	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	690.00
70	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	700.00
71	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	710.00
72	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	720.00
73	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	730.00
74	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	740.00
75	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	750.00
76	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	760.00
77	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	770.00
78	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	780.00
79	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	790.00
80	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	800.00
81	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	810.00
82	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	820.00
83	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	830.00
84	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	840.00
85	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	850.00
86	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	860.00
87	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	870.00
88	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	880.00
89	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	890.00
90	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	900.00
91	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	910.00
92	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	920.00
93	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	930.00
94	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	940.00
95	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	950.00
96	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	960.00
97	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	970.00
98	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	980.00
99	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	990.00
100	10.00	90.00	0.00	0.00	10.00	0.00	0.00	10.00	1000.00

CURVE DATA SHEET NO. 2

SEE SHEET 5 OF 8

[illegible]

SEE SHEET 6 OF 8

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HAMLETS GROVE

A SUBDIVISION

SEC. 4 & 9. TWP. 36 S. RGE. 18 E.
SARASOTA COUNTY, FLORIDA

March 22, 2024

Kevin L. Edwards, Esq.
Becker & Poliakoff
1819 Main Street, Suite 905
Sarasota, Florida 34236



**Re: The Grove at Beekman Place Association, Inc.,
(f/k/a Hamlets Grove Association, Inc.); Approval;
Determination Number: 24049**

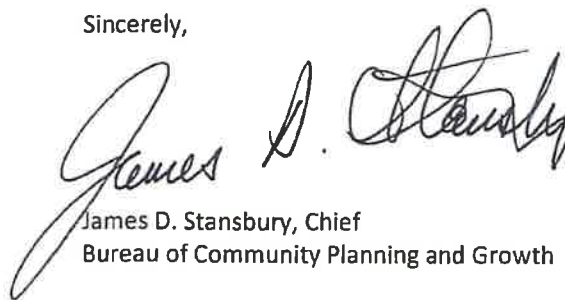
Dear Mr. Edwards,

The Florida Department of Commerce¹ (Commerce) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for The Grove at Beekman Place Association, Inc., (f/k/a Hamlets Grove Association, Inc.); (Association) and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Florida Department of Commerce, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/rm

¹ On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce ("Commerce"). Effective July 1, 2023, all references to "Department of Economic Opportunity" or "DEO" are hereby replaced with "Florida Department of Commerce" or "Commerce," as appropriate.

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE FLORIDA DEPARTMENT OF COMMERCE WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
FLORIDA DEPARTMENT OF COMMERCE
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@COMMERCE.FL.GOV

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.