

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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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 EXISTENCE

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 ordnances; 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

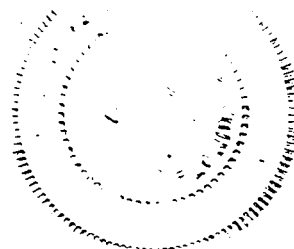
These By-Laws may be altered, amended or repealed by a vote of two-thirds (2/3) of the members of the Association.

ARTICLE XXXIII

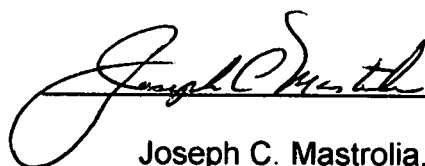
OFFICIAL SEAL

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



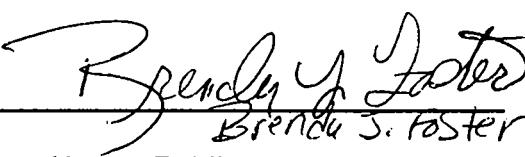
Bernard Poddick
Secretary

STATE OF FLORIDA

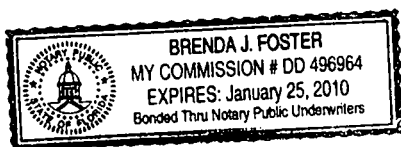
COUNTY OF SARASOTA

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:



✓ The Grove at Beekman Place Homeowners Association, Inc.
4888 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
DCOURSEY 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 18 day of October, 2000

THE GROVE AT BEEKMAN PLACE
HOMEOWNERS ASSOCIATION, INC

John Reven, President

Attest

Bernard G. Poddick
Bernard G. Poddick
Secretary of the Association

**The Grove at Beekman 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 18th 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.)



2006212803

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.

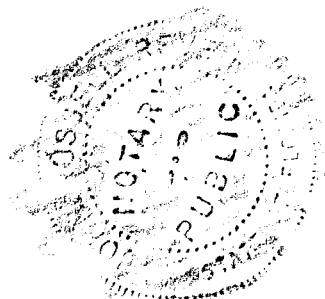
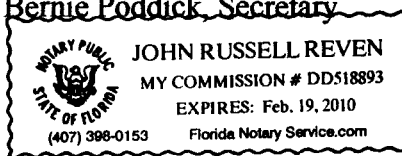
IN WITNESS THEREOF, the undersigned has executed these Articles of Amendment on the 28th day of November, 2006.

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.



2

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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

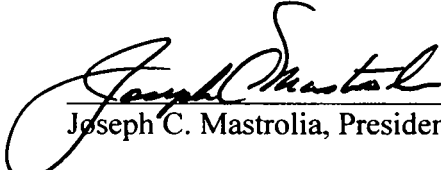
THE GROVE AT BEEKMAN PLACE
(Formerly known as The Hamlets Grove Association, Inc.)


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.

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.

R150476562060 FL DC