

AMENDED AND RESTATED

**DECLARATION OF RESTRICTIONS
FOR
GROVE POINTE HOMEOWNERS ASSOCIATION, INC**

This Declaration of Restrictions for Grove Pointe shall govern the property located in Sarasota County, Florida described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), known as Grove Pointe, Unit 1. The Property shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Declaration of Restrictions and said property shall be held, used, and enjoyed subject to, and with the benefit and advantage of, the following restrictions, limitations, conditions, easements, and agreements, which shall constitute covenants running with the title to said property.

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ARTICLE 1 DEFINITIONS

For all purposes, the terms used in this Declaration of Restrictions (herein “the Declaration”) and in the other Governing Documents shall have the meanings stated in the Florida Homeowners’ Association Act (Chapter 720 of the Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors (Board) shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any Owner.

The following words and terms when used in the Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.1 "ARTICLES OF INCORPORATION". "Articles of Incorporation" means and refers to the Articles of Incorporation for the Association, as they may exist from time to time, which are attached hereto as Exhibit "B", and are incorporated herein by reference.

1.2 "ASSESSMENT". "Assessment" means and refers to the Assessments described in Article 4 and Section 7.5 of this Declaration and as otherwise described in this Declaration.

1.3 "ASSOCIATION" OR "THE ASSOCIATION". "Association" or "The Association" means and refers to GROVE POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation created pursuant to Chapters 617 and 720 of the Florida Statutes.

1.4 "BOARD OF DIRECTORS" or "BOARD". "Board of Directors" or "Board" means and refers to the Board of Directors of the Association.

1.5 "BYLAWS". "Bylaws" means and refers to the Bylaws for the Association, as they may exist from time to time, which are attached hereto as Exhibit "C", and are incorporated herein by reference.

1.6 "COMMON AREA". "Common Area" or "Common Areas" means and refers to all real property owned or leased by the Association or dedicated for the common use, enjoyment, and benefit of Owners, together with all personal property, landscaping, and any improvements thereon.

1.7 "COUNTY". "County" means and refers to Sarasota County, Florida.

1.8 "DECLARATION". "Declaration" means and refers to this Declaration of Restrictions for Grove Pointe, as recorded in the Public Records of the County, as the same may be amended and supplemented from time to time.

1.9 "GOVERNING DOCUMENTS". "Governing Documents" means and refers to this Declaration, the Articles of Incorporation attached hereto as Exhibit "B" and the Bylaws attached hereto as Exhibit "C" and each incorporated herein by reference, as such documents may be amended and supplemented from time to time, and the Rules and Regulations of the Association, as such documents may be amended and supplemented from time to time.

1.10 "LOT". "Lot" means and refers to any parcel or Lot within the community which is capable of separate conveyance and of which the Owner is a Member of the Association.

1.11 "MEMBER". "Member" means and refers to a Member of the Association.

1.12 "OWNER". "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated in the community. Each Owner shall be a Member of the Association.

1.13 "PLAT" OR "SUBDIVISION". "Plat" or "Subdivision" means and refers to that Plat of Grove Pointe, Unit 1 (attached hereto as Exhibit "A") which comprises the Property recorded in the Public Records of Sarasota County, Florida.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

The real property which is owned by individual property owners and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as follows:

Lots 101 thru 164 and Lots 168 thru 361, inclusive, Tracts A thru C, inclusive, and Parcel A, Grove Pointe, Unit 1, as per Plat thereof recorded in Plat Book 34 Pages 1 through 1f, Public Records of Sarasota County, Florida. Excepting that certain property deeded to Sarasota County by Warranty Deed dated March 22, 2016 and recorded as Instrument # 2016038419 in the official records of Sarasota County on March 31, 2016.

Said property is subject to the terms of this Declaration and may sometimes hereinafter be referred to as "the Subdivision."

ARTICLE 3 ASSOCIATION; MEMBERSHIP; VOTING RIGHTS

3.1 COMMON AREAS. Certain Common Areas are available for the common use, enjoyment, and benefit of all Owners of Lots in Grove Pointe, Unit 1. Said Common Areas may include, by way of illustration and not by way of limitation, lakes, ponds, buffer zones and other open area. Common Areas are depicted on the Plat.

3.2 ASSOCIATION. The purpose and objective of the Association is to insure to all of its members a continuing and concerted program for the maintenance and management of Common Areas, to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of the Subdivision, and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws and this Declaration. Copies of said Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C" respectively. The Association shall have the right to levy Assessments for maintenance purposes and other lawful purposes, and levy and impose fines for failure to correct violations of said deed restrictions in a timely manner.

3.3 REQUIRED MEMBERSHIP. In order to effectuate the orderly continuation of Grove Pointe and to establish, protect and preserve the quality of the Subdivision, the owners of all Lots in the Subdivision shall be required to become members of the Association.

3.4 VOTING RIGHTS. Voting rights are as described in the Articles of Incorporation and Bylaws.

ARTICLE 4 ASSESSMENTS

4.1 ANNUAL ASSESSMENTS. The Association shall have the right to levy an Annual Assessment against all Lots in the Subdivision in such amounts as may be deemed appropriate by the Board for the management and operation of the Association and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and Bylaws.

4.2 SPECIAL ASSESSMENTS. The Association shall also have the right to levy Special Assessments from time to time.

4.3 ASSESSMENTS LEVIED PRO RATA. All Assessments levied by the Association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Association.

4.4 PAYMENT OF ASSESSMENTS. Procedures for the adoption of an annual budget, mailing of notices of the Annual Assessment, and collection of such Annual Assessment shall be as set forth in said Association's Articles of Incorporation and Bylaws. Payment of any special Assessment levied by the Board shall be due upon not less than thirty (30) days' written notice thereof on the date and in such installments as the Board may specify. Any Assessment, whether annual or special, which is not paid when due shall be subject to a late fee of twenty-five dollars (\$25) and shall bear interest from the due date until paid at the maximum rate permitted by law.

4.5 PERSONAL OBLIGATION OF PROPERTY OWNER. Every Assessment shall be the personal obligation of the Owner of the Lot against which the Assessment is levied, ownership being determined as of the date of such levy. If any such Assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the Owner on his or her personal obligation, after following all pertinent procedures required under the pertinent statutes, and there shall be added to the amount of such Assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action.

ARTICLE 5 LIEN RIGHTS

The Association shall have a lien against each Lot in the Subdivision, together with all improvements thereon, as follows:

5.1 CREATION OF LIEN. The lien of every such fee, expense, and assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Lot, and all improvements thereon, upon the recording of this Declaration.

5.2 ENFORCEMENT OF LIEN. In the event any such fee, expense or Assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida, after following all pertinent procedures required under the pertinent statutes. Said lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a Claim or Lien against any Lot, it shall be entitled to recover from the Owner of such Lot the aforesaid interest and late charge and all costs, including reasonable attorney's fees (including attorney's fees for appellate proceedings), incurred in preparing, filing, and/or foreclosing the Claim of Lien, and all such costs, late charges, interest, and fees shall be secured by said lien.

5.3 PRIORITY OF LIEN. It is the intent hereof that the aforesaid lien against each individual Lot shall be subordinate and inferior only to the lien of taxes and Special Assessments levied by the County of Sarasota or other governmental authority and to the lien of any bona fide mortgage hereafter placed upon such Lot prior to the recording of a Claim of Lien (with the sole exception of a purchase money mortgage given by a buyer to an owner-seller of such Lot). Any institutional first mortgagee that acquires title to a Lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any Assessments levied against such Lot which became due prior to the acquisition of such title unless a claim of lien for such Assessments was recorded prior to the recording of the mortgage.

ARTICLE 6 BUILDING AND USE RESTRICTIONS

6.1 RESIDENTIAL USE. The Lots subject to this Declaration may be used for single-family residential living units and for no other purpose. Therefore, no more than four (4) unrelated individuals may reside in a home at any one time. No business or commercial building may be erected on any Lot or Tract, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings built on Lots in the Subdivision for sale or lease. Home offices will be allowed as long as there is no foot traffic or vehicles coming and going and the operation does not disturb the neighbors in any way.

6.2 NO TRAILERS OR TEMPORARY BUILDINGS. Except as may be reasonably necessary for construction work on a temporary basis, no tents, trailers, commercial tag vehicles, shacks, dumpsters, or temporary storage units (including, but not limited to, PODS) shall be erected or permitted to remain on any Lot or Tract without the written consent of the Association. "Temporary basis" as used in this paragraph shall mean no more than fourteen (14) days in any calendar year, unless approved in advance by the Board.

6.3 WATER AND SEWER. All dwellings shall use and be connected to the central water and sewerage system made available by Sarasota County. No well shall be drilled or utilized on any Lot for any purpose other than irrigation, and no septic tank shall be installed, used, or maintained on any Lot, without the written approval of the Association and the approval of any applicable governmental authority.

6.4 DWELLINGS. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing at least one thousand eight hundred (1,800) square feet of enclosed living area (exclusive of open or screened porches, terraces, and garages), which dwelling shall not exceed 40 feet in height nor exceed three (3) stories in height, and one storage shed (not larger than 8 feet by 8 feet) not visible from the street or lake, unless approved as provided for in this Section 6.4. Unless approved by the Association in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure other than a storage shed of permissible size not visible from the street or lake, may be constructed separate and apart from a residential dwelling. No flat roofs or roofs having a slope of less than 4:12 and no built-up roofs shall be permitted on any building without the approval of the Association. The composition of all pitched roofs shall be tile, architectural metal, 300-pound architectural grade shingle, cedar shakes, or such other composition or material as may be approved by the Association. Any roof made of architectural metal or any composite material must have the appearance of traditional shingles, barrel tiles, shakes or slate. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling unless otherwise approved by the Association, however, screened pool cages may be used over pools and lanais. In the event a dwelling is constructed of concrete block, same must be covered with stucco or veneered with wood, brick, or stone. No asbestos shingles, siding or any type of asphalt covering shall be used on exterior walls of any building. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling, unless otherwise approved by the Association, all heating and plumbing vents (with the exception of chimneys) shall be painted the same color as the roof. All chimneys shall be finished with material approved by the Association and no sheet metal shall be exposed unless approved by the Association. The grade of each Lot shall not be materially altered from the grade established by original Developer. No change in grade (whether filling or otherwise) shall be made which will adversely affect drainage of any Lot or drainage of any adjacent Lots or Tracts.

6.5 SETBACK LINE. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, lanai, and the like) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or overhangs): (a) encroaches on any "building setback line" or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted by the original developer of the Subdivision pursuant to the provisions of this Declaration or the Plat; (c) is closer than twenty (20) feet to the front Lot line (which is any line adjacent to a street), closer than eight (8) feet to a side Lot line nor closer than twenty (20) feet to a rear Lot line; or (d) is constructed in violation of any setback requirements of Sarasota County then in effect. No building shall be erected on a corner Lot so that the setback from any Lot line adjacent to any street is less than twenty (20) feet. Notwithstanding any of the above, terraces, patios, steps, decks, swimming pools, screen cages, sheds, and similar construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any easement; (2) does not violate any provisions of law; (3) in the opinion of the Association, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (4) is otherwise approved by the Association.

6.6 GARAGES REQUIRED. No dwelling shall be constructed on any Lot without provision for an enclosed garage that is adequate to hold at least two (2) large automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Carports are not permitted. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage and approval of the Association.

6.7 ANTENNA. The Association has the authority to promulgate rules and regulations governing antennas and satellite dishes that owners may wish to install or erect, including rules that such improvements be screened so that they are not visible from adjacent homes or from the Common Areas. However, such rules and regulations must be promulgated in accordance with all applicable FCC regulations, including, but not limited to, the FCC rules for Over-the-Air-Reception Devices (OTARD), as amended from time to time.

6.8 UNDERGROUND WIRING. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed upon any Lot unless the same shall be inside a building or underground.

6.9 DRIVEWAY CONSTRUCTION. All dwellings shall have a 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 unpainted concrete, concrete pavers, or stamped concrete unless prior approval for other material is obtained from the Association. Where curbs or swales are required to be disturbed for driveway entrances, same shall be restored to their original grade and condition by the Lot Owner in a neat and orderly fashion acceptable to the Association. No portion of a driveway shall be located within five (5) feet of the sideline of any Lot or within five (5) feet of such line extended to the pavement of the street. Notwithstanding anything to the contrary herein, painted concrete is allowed if prior written approval from the Association is received. Any cracked, raised or settled sections that are offset one-half inch or more shall be repaired or replaced to eliminate a tripping hazard and/or ponding of water.

6.10 GAMES AND ACCESSORY STRUCTURES. All portable or removable basketball backboards may be used in front driveways; however, they must be in good repair and removed during any named storm threat. Any other fixed games and play structures shall be located at the rear of the dwelling and shall not occupy a land surface area of more than four hundred (400) square feet without the Association approval. No platform, doghouse, playhouse, above ground or on-ground swimming pool capable of containing water over twenty-four (24) inches deep, or other structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon and shall not be visible from the street or lakes, any such structure must have the prior approval of the Association. Lighting plans for all such area shall be subject to the Association approval and shall not cast light directly onto any adjacent Lot or Tract.

6.11 POST LIGHTS. A post light with a photosensitive cell installed at or near the front Lot line of each Lot shall be always kept in good working condition, so the light is on at dusk and off at dawn.

6.12 MAILBOXES. The only mailbox that shall be erected and used on any Lot shall be one that the Association has approved for uniform use throughout the Subdivision. No other receptacle for mail, newspapers, or other similar use shall be constructed or maintained on any Lot unless approved by the Association. All mailboxes and posts shall be maintained, repaired, and replaced by the Association, as a common expense of the Association.

6.13 FENCES, HEDGES, AND WALLS. No fence or wall shall be over six (6) feet in height from the original grade. There shall be no chain link fences on any Lot. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Association. No fences shall be erected unless at least six (6) feet behind the nearest front corner of the dwelling. All fences and gates must be maintained in good repair, including by way of illustration and not by way of limitation, power washing of mildew and stains, replacement of loose or detached panels, posts, or rails, missing, rotted, sagging, or leaning posts or sections. No tree, fence, hedge, shrub, or other landscaping which substantially obstructs the visibility or sight distance of drivers of motor vehicles at intersections shall be placed or permitted to remain on any corner Lot. Fences existing at the time these declarations are approved and recorded will be grandfathered and allowed to remain where they are until such time as they need to be replaced.

6.14 SCREENING OF AIR CONDITIONER COMPRESSORS, GARBAGE CONTAINER, AND CLOTHES DRYING AREA. All garbage or trash containers must be placed within walled or screened areas, except when it is necessary to be set out for pickup. Screening walls or fences must be attached to or adjoin the dwelling house and must not exceed six (6) feet in height. No window or wall air conditioning units shall be permitted on any Lot without the written approval of the Association. Heating, ventilation, air conditioning equipment, fans, pool equipment, generators, water treatment and water storage tanks located outside a building shall not be visible from directly in front of the house. Oil and Gas storage tanks shall be underground. Notwithstanding anything to the contrary herein, partial fences or walls for the screening of air conditioners and garbage containers shall be allowed no closer than three feet to the front corner of the dwelling.

6.15 LANDSCAPING. Landscape involving the use of rock, stone, sand, shell, or hard surfaces for total or substantially total landscaping in front yards is not allowed. Uses of such materials are limited to fifty percent (50%) of the front yard landscape area coverage, without approval of the Association. The use of Florida native plants is encouraged. Plants on the Florida Invasive Species Council (FISC) List of Invasive Plant Species list are not allowed. Maintenance of all lawns and landscaping shall extend to the pavement line in front of any dwelling and to the normal water line for those Lots adjacent to lakes. Yards and landscaping shall be kept free of excessive weeds.

6.16 TREES. No tree the trunk of which exceeds four (4) inches in diameter at 4.5 feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of the Association. Each Lot shall have a minimum of four Florida native trees with at least a two-inch caliber measured at 4.5 feet above the ground line or one tree with at least an eight-inch caliber measured at 4.5 feet above the ground line, or any combination thereof.

6.17 ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless behind an approved fence and not visible from the front of the property or as approved by the Association.

6.18 CONSTRUCTION OF DOCKS, SEAWALLS AND BOAT SLIPS. No seawall, dock, boat house, boat slip, davits, moorings, or piers shall ever be placed or constructed upon or adjacent to any Lot or into or on any lake or Common Area.

6.19 VEHICLES. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No trucks, buses, or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. No boats, trailers, campers, vans, motor homes, motorcycles, recreational vehicles, and any vehicle not in operable condition shall be permitted to be parked in the Subdivision except while loading or unloading or while parked inside a garage and concealed from public view unless approved by the Association. No maintenance or repair of any boat, trailer, or vehicle shall be permitted upon any Lot except within an enclosed garage. Low speed vehicles and converted golf carts, as defined by the Florida Department of Highway Safety and Motor Vehicles, must be licensed, insured, street legal, and driven by a licensed driver. Regular golf carts and all-terrain vehicles are not allowed to be operated on roadways or sidewalks within the subdivision.

6.20 ROADWAYS. Except as may be otherwise denoted on the Plat, no Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

6.21 SIGNS. No sign of any kind shall be displayed to public view on any Lot except as follows. Individual, ornamental house name or number plates may be displayed. One temporary sign not exceeding four (4) square feet utilized in connection with the sale of a House may be displayed on front lawn of such House. No such sign shall be erected at either entrance to the Subdivision. The color, format, nature, content, and location of such sign shall be subject to the approval of the Association.

During the course of construction of a pool, an addition, remodeling, new roofing, or house painting on a Lot, a construction sign not more than four (4) square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed within five (5) days of completion of work.

Signage for Garage, Yard, Estate, other Sales, and Open Houses may be posted on Friday, if Association approval has been received as may be required under this Declaration or the rules and regulations, but must be removed by sundown on Sunday.

Political candidate's signs not exceeding four (4) square feet may be displayed no more than thirty (30) days before the date of the election and must be removed no later than two (2) days after the election has closed and may only be displayed on front lawns and not in Common Areas.

Other signs may be displayed if such signs are approved in advance by the Association as to size, design, location, dates of display, and content.

6.22 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. No pet shall be permitted to leave the owner's Lot except on a leash. Each owner of a pet shall remove and clean all animal excrement and waste resulting from said pet from all parts of the Subdivision.

6.23 SIDEWALKS. Any condition such as large cracks, missing cement or uneven sidewalk which could be a tripping hazard should be reported to the Association or management company, who will pass it on to the appropriate County authority. All toys, bicycles, and other such items shall be kept off sidewalks when not being used. All limbs, shrubs or hedges shall be trimmed away from the edge of sidewalks to provide a minimum horizontal clearance of twelve (12) inches on either side of the sidewalk. A minimum vertical clearance of six (6) feet shall be maintained free of limbs, brush, or other obstructions above sidewalks.

6.24 BUILDING AND SITE PLAN APPROVAL. Prior to commencement of any construction or improvement of a Lot or buildings thereon, an Application for Modification and Request for Architectural Review Committee (ARC) Approval shall be submitted to the Association using the latest edition of the form. Depending on the complexity of the work anticipated additional information may be required by the Association for the purpose of assuring compliance with each of the pertinent requirements set forth in this Article. Said submittal will be reviewed by the Association within thirty (30) days of receipt of a complete submittal and the Association shall notify the Lot owner of the approval or disapproval of such submittal. In the event the Association disapproves such submittal the Association shall advise the Lot owner of the specific areas and reasons for disapproval and, where appropriate, suggest modifications and revisions to the submittal that would result in approval. If a complete submittal has been made to the Association and the Association has neither approved nor disapproved the same within thirty (30) days of such submission, same shall be deemed approved as submitted. Failure to submit all required details will result in the application being declared incomplete and returned without action.

6.25 SOLAR PANELS. Solar panels shall only be permitted at locations on a structure as are first approved in writing by the Association. However, in accordance with Section 163.04 of the Florida Statutes, as amended from time to time, the Association may not completely deny permission to install solar panels. The Association may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.

6.26 COLORS. No exterior paint or material colors on any structure shall be permitted that, in the sole judgment of the Association, would be inharmonious or discordant or incongruous with Grove Pointe. Any exterior color changes desired by an Owner must be first approved by the Association. See the latest edition of the HOA Rules and Regulations articles "Pre-Approved House Paint Colors, Approved Roof Colors, and Approved Shapes and Colors for Architectural Metal Roofing" for additional details.

6.27 GARAGE, YARD, ESTATE OR SALES OF ANY KIND; RULES FOR APPROVAL.

A request for having a sale of any kind in the subdivision must be approved by the Association a minimum of one (1) week prior to the date of the sale. A maximum of three (3)

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Recorded December 22, 2022

sales will be permitted per home per calendar year. Sales will be permitted only on Fridays and Saturdays; however, no sales are allowed on holiday weekends. Hours of the sale will be 7 AM until 3 PM maximum.

A maximum of six (6) sale signs are allowed, including directional signs. The maximum size of any sign is four (4) square feet. Sale signs must be store-bought. No homemade signs are allowed. Signs may not be posted in the center medians, on the Association notice boards, or in the community landscaping. They must be posted only on one (1) side of the street or the other. Directional signs may be posted at intersections but not in the medians. Any sign that is posted improperly or in a non-permitted location, as determined by the Board, may be removed, and discarded.

Community-wide sales will be held on Saturdays only and no other sales will be permitted the Friday before. The date(s) will be as determined by the Board. No permit is required, no signs are permitted. There cannot be any private garage/yard sales on the Friday before or the Sunday after a community-wide sale.

ARTICLE 7 MAINTENANCE OF LOTS

7.1 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 other owners of Lots in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

7.2 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 remain anywhere thereon. Yard debris must be kept out of site and not be put to the curb for collection until the evening before pick-up. The owners of the Lots in the Subdivision shall be responsible for the maintenance of all areas located (a) between their respective Lot lines and the pavement of the street or streets adjacent to the Lot; (b) between their respective Lot lines and the waters of any adjacent lakes, banks of any adjacent canals or drainage ditches. All Lot owners shall maintain their hedges, trees, plants, lawns, and shrubs in a neat and trim condition at all times.

7.3 MAINTENANCE OF IMPROVEMENTS. Lot owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways, and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building or other improvement shall be made promptly.

7.4 HURRICANE PROTECTION. Any hurricane protection permanently attached to the home including but not limited to accordion shutters or roll down housing and all mounting hardware must be painted to match the color of the surface to which it is mounted. Temporary hurricane shutters or panels may not be put in place or closed before the National Weather Center

(NWC) issues a storm watch for the County. Protection shall be removed or opened no later than seven (7) days after that same storm watch or warning is no longer in effect.

In the event of an actual hurricane hitting the County and causing severe damage the time for removing hurricane protection may be extended by the Board due to the possible delay in obtaining helpers to assist with the work.

In the event that a follow-on storm event is forecast or appears likely within a few days of the previous storm the Board may extend the time to remove or open the hurricane protection.

The following items are approved for hurricane protection to cover windows and other apertures: plywood, hurricane fabric, storm panels, and hurricane shutters.

The Board may promulgate rules and regulations not contrary to this **Section 7.4** regarding hurricane protection of residences.

7.5 MAINTENANCE AND REPAIR BY ASSOCIATION. In the event any Owner shall fail or refuse to maintain his or her residence, Lot, or other improvement on the Owner's Lot in full compliance with the provisions of this Declaration, the Association shall have full power and authority to enforce the restrictions of this Declaration, including the right, after reasonable notice to the Owner, to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance affected by the Association shall be chargeable to and paid by the Owner to the Association within thirty (30) days after submission of a bill therefor. If any such bill is not paid when due, the bill shall become an Assessment on the Lot and shall be collectable in the manner provided in this Declaration and the pertinent statutes for Assessments, including, but not limited to, the ability to charge interest and a late fee under Section 4 of this Declaration.

7.6 REGULATIONS DURING CONSTRUCTION. No obstruction of any kind shall exist or remain within any swale area, right-of-way, or easement within a Lot. During construction upon any Lot, the Lot shall be maintained in a neat and orderly manner with all construction debris hidden from view and contained in a receptacle. Construction upon any Lot shall be conducted in such manner that the Subdivision improvements shall not be altered or damaged in any manner, and the Lot shall at all times be in a clean and orderly condition. Each Lot Owner agrees to indemnify the Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvements damaged by the Lot Owner or to put the Lot in a clean and orderly condition.

7.7 MAINTENANCE OF PRIVACY WALL. Regarding the privacy wall that is around much of the perimeter of the Subdivision, where such wall is constructed on a Tract, then the Association shall maintain, repair, and replace such wall, as needed. If such wall is constructed on a Lot, the Association shall maintain and repair, (by painting or otherwise) the surface of such wall that is exposed to the public right-of-way. The Owner of the Lot shall maintain and repair (by painting or otherwise) the surface of such wall exposed to such owner's Lot, such maintenance shall be done with the same color, materials and methods used by the Association or as approved by the Association so that the wall has a uniform appearance. The Owner of the Lot shall maintain his side of the wall free from any brush, trees, or other vegetation that might grow on, lean on, or push against the wall.

ARTICLE 8 COMMON AREAS AND RIGHT-OF-WAY MATTERS

8.1 COMMON AREAS. Certain areas within the Subdivision have been set aside as Common Areas for the common use and enjoyment of Owners within the Subdivision. The Association is to properly maintain the Common Areas and pay taxes assessed thereon. Those areas are designated as Tracts A, B, and C, of Grove Pointe, Unit 1, as shown on the Plat, as Common Areas for the common use and benefit of all owners of lots within Grove Pointe. A large portion of Tracts A and B is comprised of lakes that function as part of an overall surface water management system for Grove Pointe. All rights to the waters of such lakes belong to the Association together with and subject to such rights as are granted to other persons and the rights of all applicable governmental bodies including Sarasota County and Southwest Florida Water Management District.

8.2 MAINTENANCE AND USAGE OF COMMON AREAS. All Tracts belonging to the Association together with the lakes thereon and surface water management system in Grove Pointe shall be maintained by the Association, except for such portion thereof as to which the responsibility for maintenance has been or hereafter is imposed on any other person or entity by virtue of this Declaration or other recorded instrument. Usage of the Tracts shall be subject to such restrictions, rules, and regulations as may be adopted by the Association. The Association shall not, however, adopt any restrictions, rules, or regulations that conflict with or impair any rights granted unto the Association. Lot owners and their guests may use the lakes located on the Common Areas, subject to such rules and regulations as may be promulgated by the Association. Usage of the lakes for such purposes may be suspended or terminated at any time by the Association if the Association or any applicable governmental authority determines that such uses interfere with the proper maintenance or functioning of the drainage or surface waters management system for Grove Pointe.

8.3 MAINTENANCE OF CERTAIN RIGHT-OF-WAY AREAS, STREET SIGNS, TRAFFIC CONTROL SIGNS, AND STREET LIGHTS. The Association shall care for and maintain all median strips within dedicated right-of-way shown on the Plat and the area between the pavement line of a dedicated right-of-way and the adjacent line of a Lot or Tract that is not otherwise the obligation of a Lot Owner to maintain under the terms hereof, except to the extent that said areas are maintained by an applicable governmental body. The Association shall maintain, repair, and replace all street signs, traffic control signs, and streetlights located within the Subdivision that are not maintained by any other applicable governmental body and such maintenance, repair, and replacement by the Association shall be done only in conformity with rules and regulations of the applicable governmental body.

ARTICLE 9 EASEMENTS

9.1 UTILITIES AND DRAINAGE. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto the Association over all utility and drainage easement areas shown on the Plat. Moreover, a perpetual easement ten (10) feet in width over and under each Lot in the Subdivision for the installation and maintenance of utilities,

streetlights, and drainage facilities is hereby reserved unto the Association along such portion of each Lot line as abuts any street. The easement area of each Lot and all improvements located within it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, public authority or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without the Association's written approval. Any walls, fences, paving, landscaping, or other improvements constructed, placed, or planted by a Lot Owner over the easement area of his Lot may be removed by the Association or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved; provided, however, that the Association or its assigns shall promptly restore any dislodged grass, soil, or paving as nearly as practicable to its prior condition.

ARTICLE 10 RESUBDIVING

No Lot or contiguous group of Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of Lots than that shown on the Plat for the same area. No dwelling or other structure or improvement shall be erected, altered, placed, or permitted to remain on any site that does not include at least one (1) platted Lot according to the Plat. Any such Lot may be combined with contiguous Lots or parts thereof to form a single building site. If more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot; provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of each of such Lots for its share of Assessments and expenses levied or charged by the Association. If a Lot is divided and the parts thereof added to other Lots, the share of such Lot for Assessments and expenses levied or charged by the Association shall be prorated among such other Lots based on square footage.

ARTICLE 11 VARIANCES

The Association has the right to enter into agreement(s) with the Owner of any Lot or Lots (without the consent of the owners of other Lots, adjoining or adjacent property) to vary those conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, and air conditioner compressors, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted.

ARTICLE 12 - AUTHORITY TO LEVY FINES AND SUSPEND USE RIGHTS FOR VIOLATIONS OF DEED RESTRICTIONS

12.1 FINES AND SUSPENSIONS FOR VIOLATIONS. The Association has the right to levy fines and suspend use rights in accordance with and following the required procedures of Section

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720.305 of the Florida Statutes as amended from time to time. A fine of one thousand dollars (\$1,000.00) or more may become a lien against a parcel.

12.2 PROPER NOTICE; COMMITTEE. A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not confirm a proposed fine or suspension, the proposed fine or suspension may not be imposed.

ARTICLE 13 - GENERAL PROVISIONS

13.1 DURATION AND BENEFIT. The covenants and restrictions of this Declaration shall run with the title to each of the Lots in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the Association or the Owner of any of such Lots, and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date of the initial Declaration, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period: (1) Members of the Association holding at least two thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained, is signed by the president and secretary of said Association and recorded in the Public Records of Sarasota County.

13.2 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 provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Owner alleged to be in violation if such proceedings result in a finding that such Owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by the Association, but not attorney's fees incurred by any Owner in bringing an action against another Owner. Failure by the Association or any Owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

13.3 SEVERABILITY. Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment, or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

13.4 AMENDMENT. This Declaration may be amended at any time and from time to time upon the approval of at least two-thirds (2/3) of the Members present and voting in person or by proxy at a membership meeting duly called for such purpose, where a quorum has been achieved, and upon

the recordation in the Public Records of Sarasota County of an amendatory instrument, certifying that such approval has been obtained, executed by the president and secretary of the Association.

Note: See also the other Grove Pointe Governing Documents, as may be amended from time to time: Plat of Grove Pointe – Unit 1, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.