

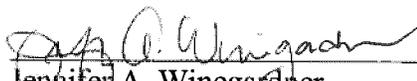
Upon recording return to:
Jennifer Winegardner, Esq.
Rayboun Winegardner PLLC
1410 Piedmont Drive East, Ste 2
Tallahassee, FL 32308

NOTICE OF FILNG REVIVED DOCUMENTS
FOR
GROVE COURT HOMEOWNERS ASSOCIATION, INC.

Pursuant to Section 720.407(1), Florida Statutes, this is to certify that the attached documents are the revitalized governing documents of the Grove Court Homeowners Association, Inc., following action take by the membership and approved by the State of Florida's Department of Economic Opportunity:

1. Revitalized Declaration of Covenants, Conditions and Restrictions of Grove Court; with Amendments to Declaration of Covenants, Conditions and Restrictions of Grove Court; Second Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court; and Third Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court;
2. Revitalized Articles of Incorporation of Grove Court Homeowners Association, Inc.;
3. Revitalized Bylaws of Grove Court Homeowners Association, Inc.;
4. Approval letter from the Florida Department of Economic Opportunity dated November 15, 2022;
5. Legal descriptions of each of the affected properties and depiction.

Dated this 2nd day of December, 2022.


Jennifer A. Winegardner
On behalf of
Grove Court Homeowners Association, Inc.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF GROVE COURT

KNOW ALL MEN BY THESE PRESENTS, that this Revitalized Declaration of Covenants, Conditions and Restrictions, made and entered into this 28 day of November, A.D., 2022, by GROVE COURT HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Association."

WITNESSETH:

WHEREAS, declarant is the owner of certain property in Leon County, Florida, which is more particularly described as:

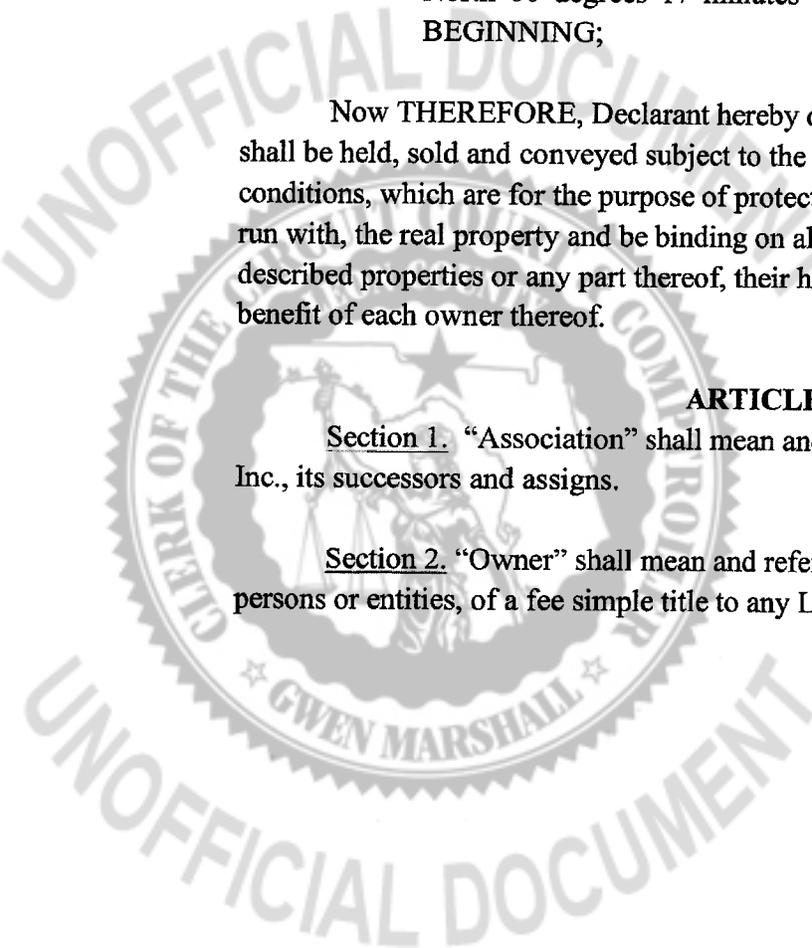
Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 in the Public Records of Leon County, Florida, said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way of Fourth Avenue South 89 degrees 36 minutes West 86.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 36 minutes West along said right of way 86.25 feet, thence , leaving said right-of-way run South 00 degrees 17 minutes West 136.0 Feet, thence North 89 degrees 36 minutes East 86.25 feet, thence North 00 degrees 17 minutes East 136.0 feet to the POINT OF BEGINNING;

Now THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to Grove Court Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including



contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the certain real property hereinbefore described, and such additions thereto as my hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 in the Public Records of Leon County, Florida, said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way of Fourth Avenue South 89 degrees 36 minutes West 86.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 36 minutes West along said right of way 24.25 feet, thence , leaving said right-of-way run South 00 degrees 17 minutes West 136.0 Feet, thence North 89 degrees 36 minutes East 24.25 feet, thence North 00 degrees 17 minutes East 136.0 feet to the POINT OF BEGINNING.

Section 5. "Lot" shall mean and refer to any of those parcels of land described in Exhibit "A" attached hereto and incorporated herein.

Section 6. "Declarant" shall mean and refer to Michael C. Paque and Maryanne C. Paque, his wife, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

- (b) The right of the Association to suspend the voting rights and to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rule and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded; and
- (d) The right of individual owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to use of two automobile parking spaces, which shall be as near and convenient to the Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign two vehicle parking spaces for each dwelling. The parking spaces shall not be used for any purpose other than parking motor vehicles used on a regular basis by the owners or their guests and invitees. Notwithstanding anything contained herein to the contrary, the parking spaces shall not be used for parking or keeping any motor vehicle that is not operative and used by an owner for transportation, a recreational vehicle, a boat or other water vessel, or a travel trailer.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease to be

converted to Class A membership on the happening of either of the following events, whichever occurred earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1984.

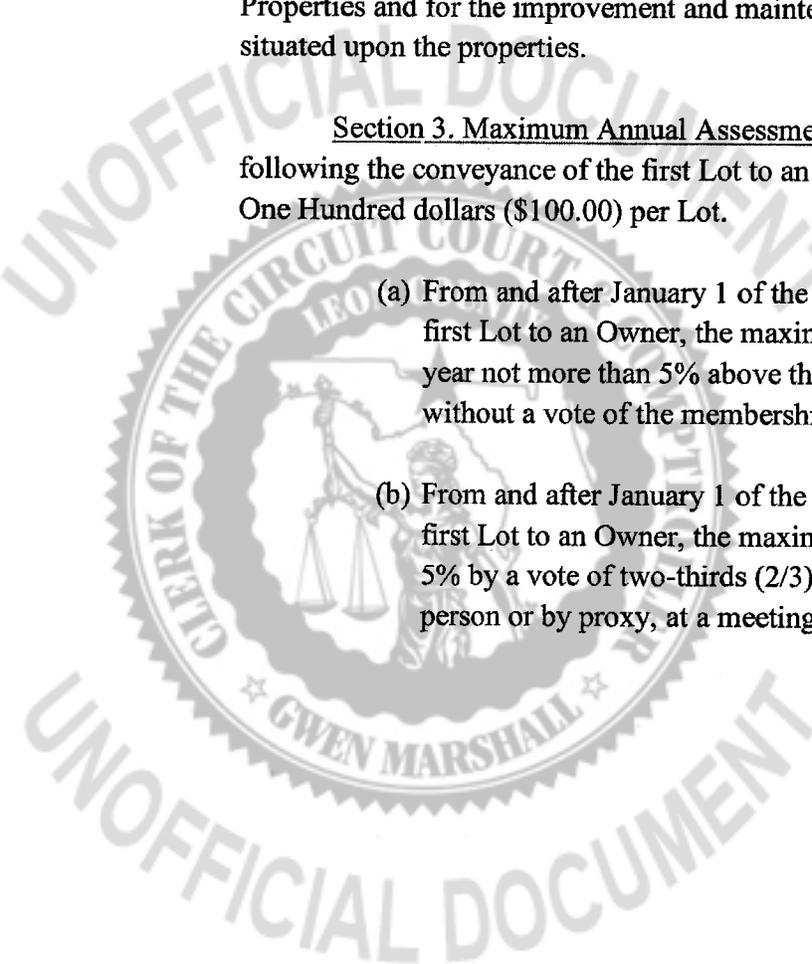
ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments The Declarant for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred dollars (\$100.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.



- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof or the bona fide conveyance to a mortgagee in satisfaction of a first mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V - EXTERIOR MAINTENANCE

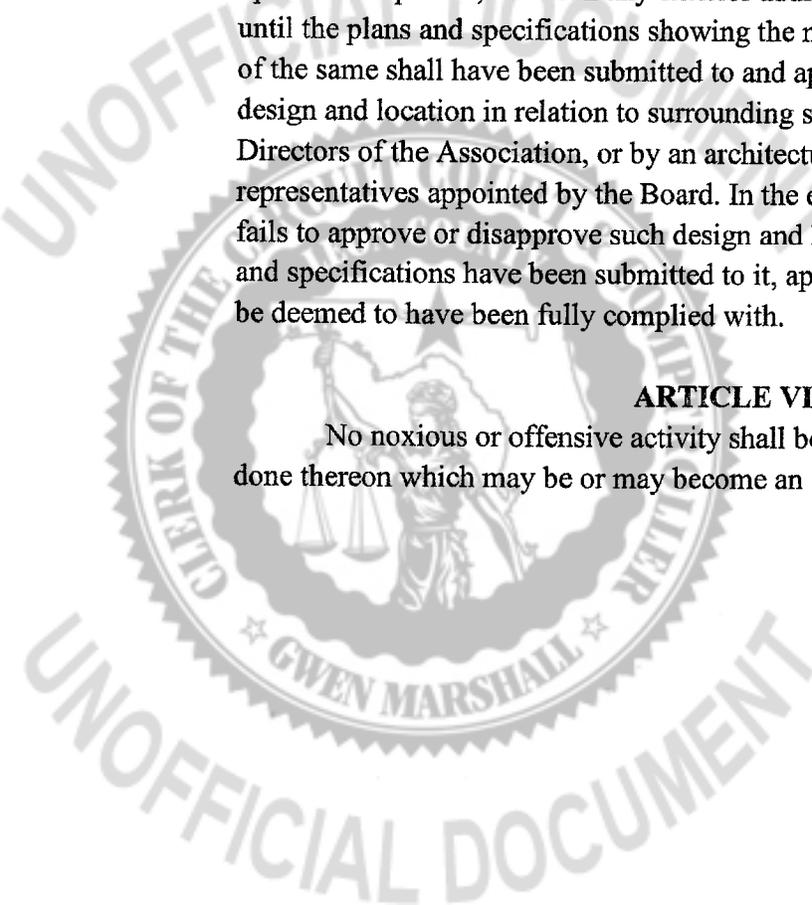
In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clean, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and shall be immediately due and payable.

ARTICLE VI - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of externship design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII - NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.



ARTICLE VIII - TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage building, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

ARTICLE IX - SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one sign not more than five square feet to advertise the property for sale or lease.

ARTICLE X - GARBAGE AND REFUSE DISPOSAL

Trash, garbage or other waste shall not be allowed to accumulate on the Properties and shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XI - RADIO AND TELEVISION ANTENNA

No exterior radio and television antenna may be installed on any portion of the Properties unless such installation and the size and design of the antenna have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XII - MAIL BOXES

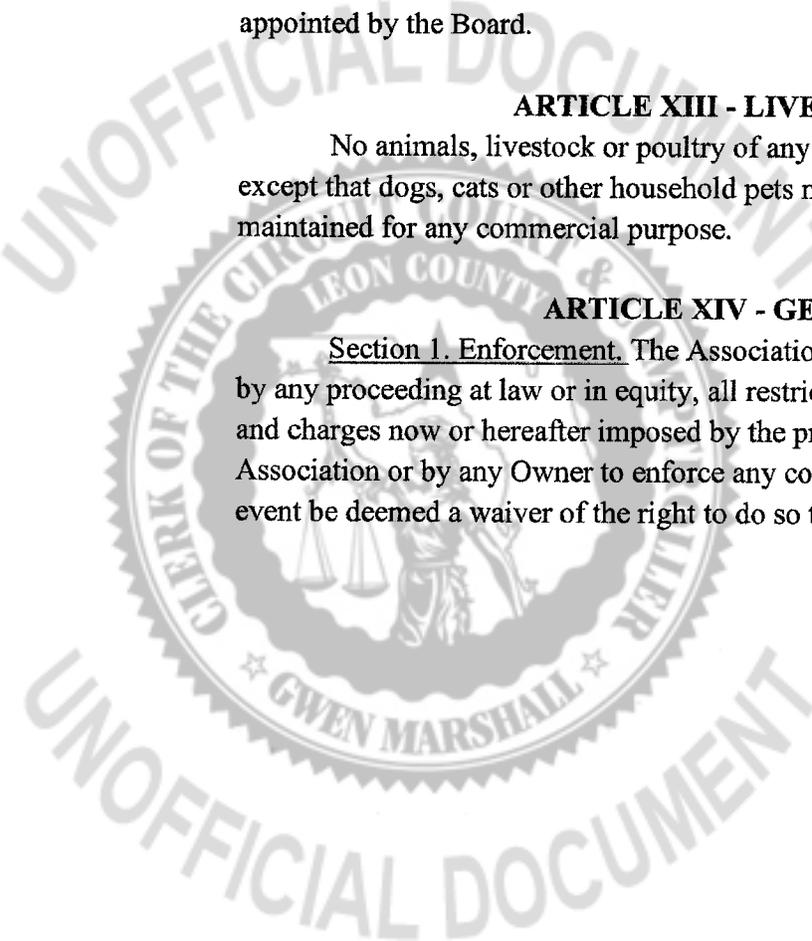
No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected or located on the Properties unless and until the size, location and type of material for said boxes or receptacles shall have been approved by the Board of Directors of the Association or an architectural control committee appointed by the Board.

ARTICLE XIII - LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

ARTICLE XIV - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.



Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds ($\frac{2}{3}$) of each class the members; and (b) Any additional portion of the following described property located in Leon County, Florida, may be annexed by the Declarant without the consent of members within five (5) years of the date of this instrument:

The North 51 feet of Lot 82 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE and the South 17 feet of Lot 85 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, as per map or plat thereof, recorded in Deed Book 88, Page 592, Public Records of Leon County, Florida.

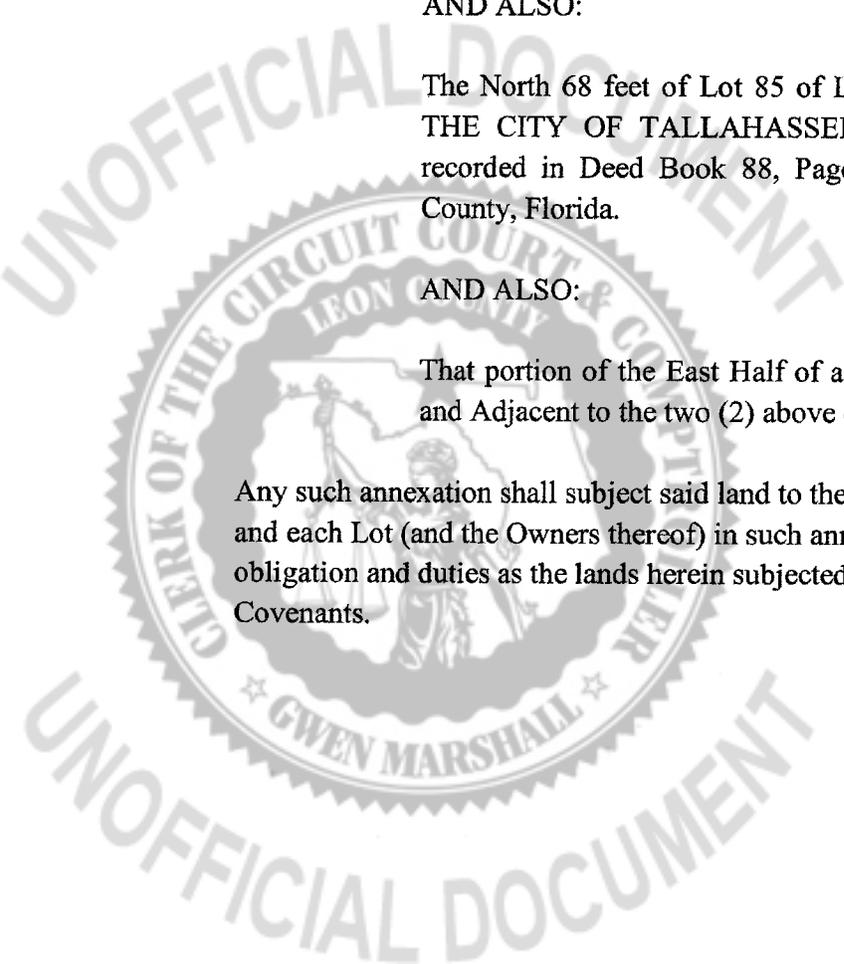
AND ALSO:

The North 68 feet of Lot 85 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, as per map or plat thereof, recorded in Deed Book 88, Page 592, Public Records of Leon County, Florida.

AND ALSO:

That portion of the East Half of a 15-foot ally which lies West of and Adjacent to the two (2) above described parcels.

Any such annexation shall subject said land to these Declarations, Restrictions and Covenants and each Lot (and the Owners thereof) in such annexed area shall have the same rights, benefits, obligation and duties as the lands herein subjected to these Declarations, Restrictions and Covenants.



Section 5. FHA/VA Approval. In the event an initial purchaser of a Lot obtains FHA/VA financing for the purchase, the following actions will require the prior approval of the Federal Housing Administration of the Veterans Administration as long as there is a Class B membership: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restriction.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Rachel Loring
Rachel Loring

Corene C. Winegardner
Corene C. Winegardner, President

WITNESSES:

Kate Winegardner
Kate Winegardner

Tamlyn S. Ellis
Tamlyn S. Ellis Treasurer
Secretary

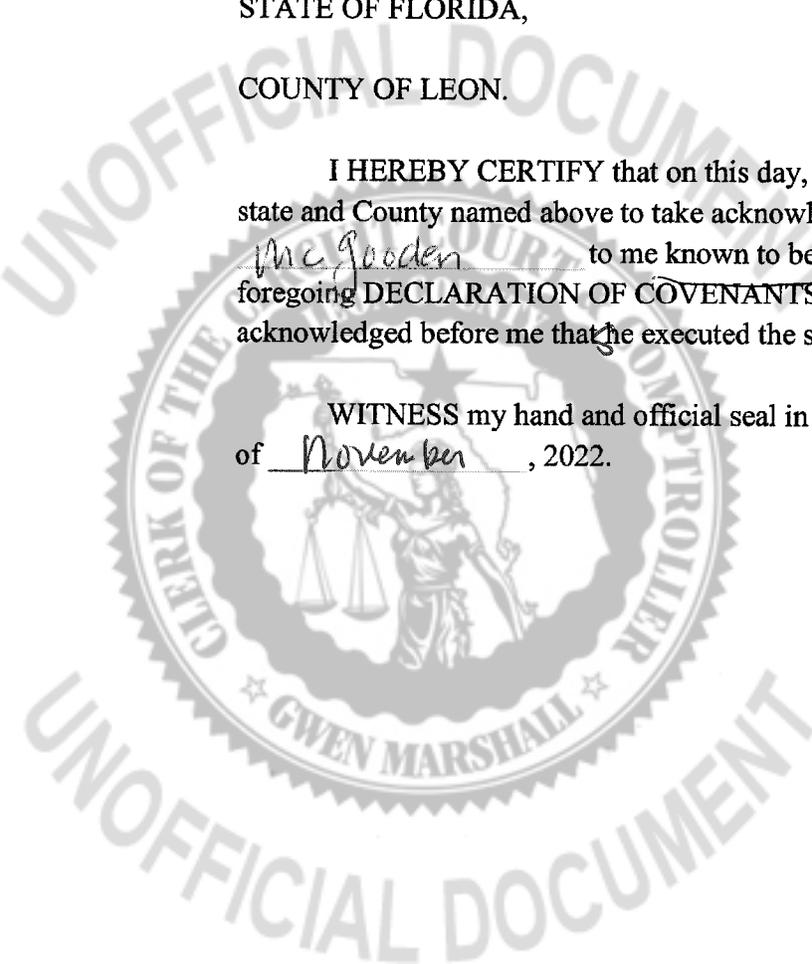
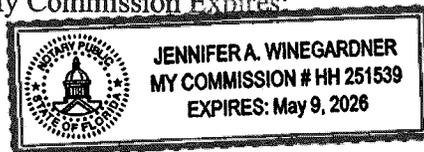
STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and County named above to take acknowledgements, personally appeared Corene C. Winegardner to me known to be the person described in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 28 day of November, 2022.

Jennifer A. Winegardner
NOTARY PUBLIC
My Commission Expires:



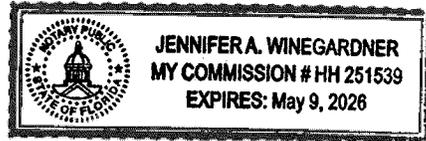
STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and County named above to take acknowledgements, personally appeared Jamelyn S. Ellis to me known to be the person described in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 1 day of Nov Dec., 2022.

Jennifer A. Winegardner
NOTARY PUBLIC
My Commission Expires:



AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF GROVE COURT

KNOW ALL MEN BY THESE PRESENTS, that this Revitalized Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court, made and entered into this 28 day of November, A.D., 2022, by GROVE COURT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Association."

WITNESSETH:

THAT WHEREAS, MICHAEL C. PAQUE and MARYANNE B. PAQUE, hereinafter referred to as the "Declarant, " on May 7, 1982, executed that Declaration of Covenants, Conditions and Restrictions of Grove Court recorded on May 7, 1982, at Official Records book 1026, Page 2060 of the Public Records of Leon County, Florida, hereinafter referred to as the "Declaration;" and

WHEREAS, the Declaration provides for the annexation by the Declarant, without the consent of any other owner, of the following described property located in Leon County, Florida;

The North 51 feet of Lot 82 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, and the South 17 feet of Lot 85 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, as per map or plat thereof, recorded in Deed Book 88, Page 592, Public Records of Leon County, Florida.

AND ALSO:

The North 68 feet of Lot 85 of LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE, as per map or plat thereof, recorded in Deed Book 88, Page 592, Public Records of Leon County, Florida.

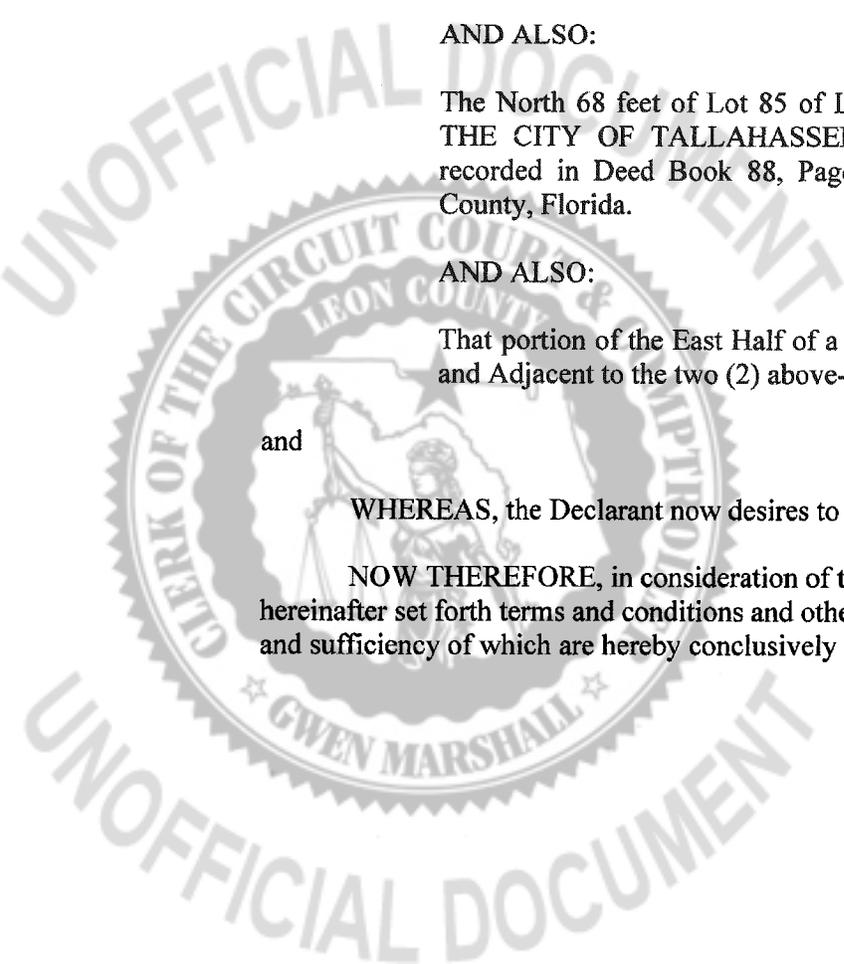
AND ALSO:

That portion of the East Half of a 15-foot alley which lies West of and Adjacent to the two (2) above-described parcels

and

WHEREAS, the Declarant now desires to annex the said real property.

NOW THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficiency of which are hereby conclusively acknowledged, the Declarant hereby annexes



the above-described property and declares that all of the said property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions set forth in the Declaration as amended hereby (which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest in the said property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof) and further agrees as follows:

1. Article I, Section 5 is hereby amended by substituting Exhibit "A" attached hereto and by reference made a part hereof with Exhibit "A" attached to the Declaration.

2. The Declaration, as amended hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed these presents the day and year first above written.

WITNESSES:

Rachel Loring
Rachel Loring

Corene C. McGarden
Corene C. McGarden, President

Kate Winegardner
Kate Winegardner

Tamlyn S. Ellis
Tamlyn S. Ellis, Treasurer + Secretary

STATE OF FLORIDA,
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Corene C. McGarden to me known to be the person described in or provided as identification, and who executed the foregoing Revitalized AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT, and acknowledged before me that she/he executed the same for the uses and purposes therein expressed. Who personally appeared or be personally known to me

WITNESS my hand and official seal in the State and County named above this 28 day of Nov, 2022.

Jennifer Winegardner
Notary Public
My Commission Expires:



UNOFFICIAL DOCUMENT

STATE OF FLORIDA,
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Tamlyn S Ellis to me known to be the person described in or provided as identification, and who executed the foregoing Revitalized AMENDMENT TO DECLARATION OF COVENENTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT, and acknowledged before me that she/he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 1 day of Dec, 2022.


Notary Public
My Commission Expires:



SECOND AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF GROVE COURT

KNOW ALL MEN BY THESE PRESENTS, that this Revitalized Second Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court, made and entered into this 27 day of November, A.D., 2022, by GROVE COURT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Association."

WITNESSETH:

THAT WHEREAS, Michael C. Paque and Maryanne B. Paque, hereinafter referred to as the "Declarant " executed that Declaration of Covenants, Conditions and Restrictions of Grove Court recorded in Official Records Book 1026, Page 2060 of the Public Records of Leon County, Florida, hereinafter referred to as the "Declaration;" and

WHEREAS, the Declaration was amended by that Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 1062, Page 2060 of the Public Records of Leon County, Florida; and

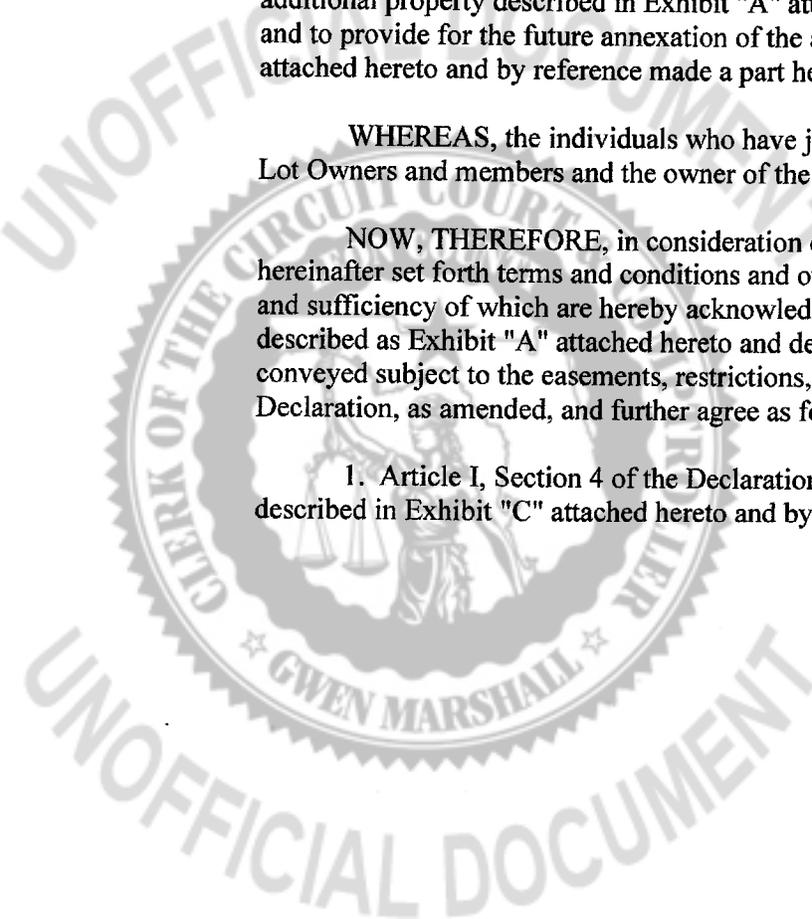
WHEREAS, the Declaration provides that additional property may be annexed with the consent of two-thirds (2/3) of the members and that the Declaration may be further amended by an instrument signed by not less that ninety percent (90%) of the Lot Owners; and

WHEREAS, all of the Lot Owners desire to amend the Declaration to annex the additional property described in Exhibit "A" attached hereto and by reference made a part hereof and to provide for the future annexation of the additional property described in Exhibit "B" attached hereto and by reference made a part hereof; and

WHEREAS, the individuals who have joined in the execution hereof constitute all of the Lot Owners and members and the owner of the property described in Exhibits "A" and "B."

NOW, THEREFORE, in consideration of the hereinabove set for premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby annex the property described as Exhibit "A" attached hereto and declare that all the property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set for in the Declaration, as amended, and further agree as follows:

1. Article I, Section 4 of the Declaration is hereby amended by adding the property described in Exhibit "C" attached hereto and by reference made a part hereof.



2. Article I, Section 5 of the Declaration is hereby amended by adding the legal descriptions attached hereto as Exhibit "D" and by reference made a part hereof to the legal descriptions set forth in Exhibit "A" to the Declaration, as previously amended.

3. The Declaration is further amended by adding the following;

ARTICLE XV

EASEMENTS

1. Access and Utility Easement. An easement is hereby reserved and created in favor of the Declarant and all other Lot Owners over, under and across all common areas, as defined in this Declaration for ingress, egress and utility purposes.

2. Utility Easement. An easement is hereby reserved and created in favor of the Declarant and all other Lot Owners over, under and across the property described in Exhibit "E" attached hereto and by reference made at part hereof for utility purposes.

4. Article XIV, Section 4(b) is hereby amended by adding the property described in Exhibit "B" attached hereto and by reference made a part hereof.

5. The Declaration, as amended hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court on the date first above written.

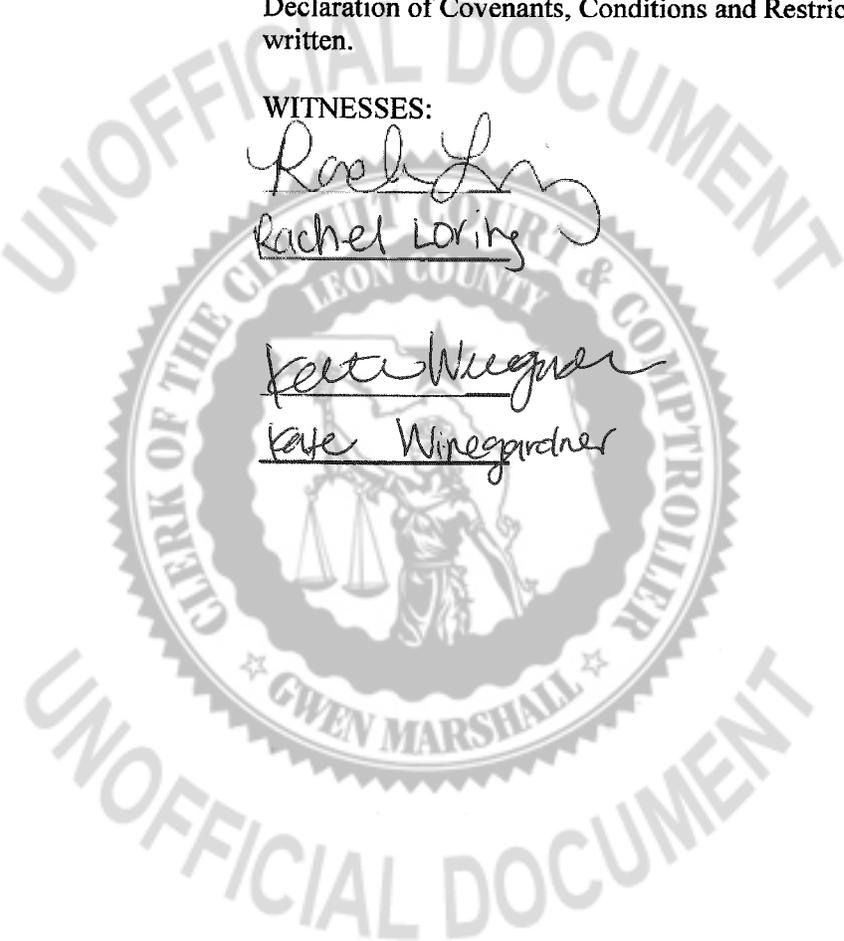
WITNESSES:

Rachel Loring
Rachel Loring

Kate Winegardner
Kate Winegardner

Corene C. McGowden
Corene C McGowden, President

Tamlyn S. Ellis
Tamlyn S. Ellis, Treasurer & Secretary



STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Cosene C. Maggodes and _____ to me known to be the persons described in and who executed the foregoing SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT, and acknowledged before me that they executed the same for the uses and purposes therein expressed Who personally appeared & is personally known to me.

WITNESS my hand and official seal in the State and County named above this 28 day of Nov, 2022.

Jennifer A. Winegardner
Notary Public
My Commission Expires:



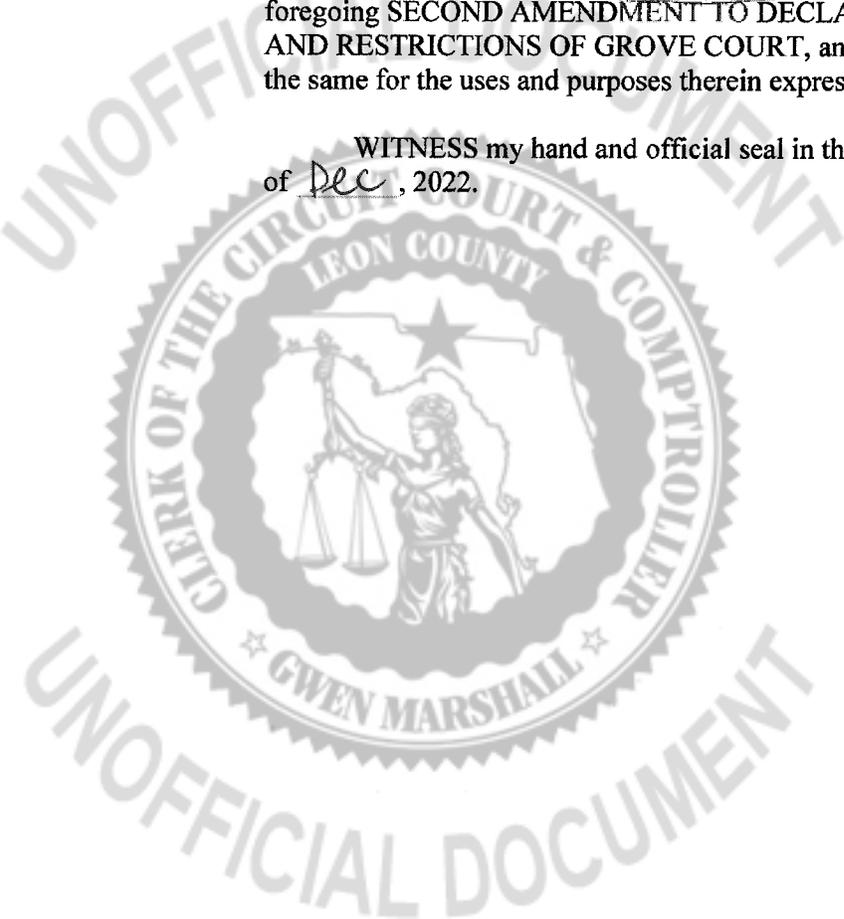
STATE OF FLORIDA

COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Tamlyn S. Ellis and _____ to me known to be the persons described in and who executed the foregoing SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT, and acknowledged before me that they executed the same for the uses and purposes therein expressed

WITNESS my hand and official seal in the State and County named above this 1 day of Dec, 2022.

Jennifer A. Winegardner
Notary Public
My Commission Expires:



THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF GROVE COURT

KNOW ALL MEN BY THESE PRESENTS, that this Revitalized Third Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court, made and entered into this 20 day of November, A.D., 2022, by GROVE COURT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Association."

WITNESSETH:

THAT WHEREAS, MICHAEL C. PAQUE and MARYANNE B. PAQUE, on May 7, 1982, executed that Declaration of Covenants, Conditions and Restrictions of Grove Court, recorded on May 7, 1982 in Official Records Book 1026, Page 2060 of the Public Records of Leon County, Florida, hereinafter referred to as the "Declaration;" and

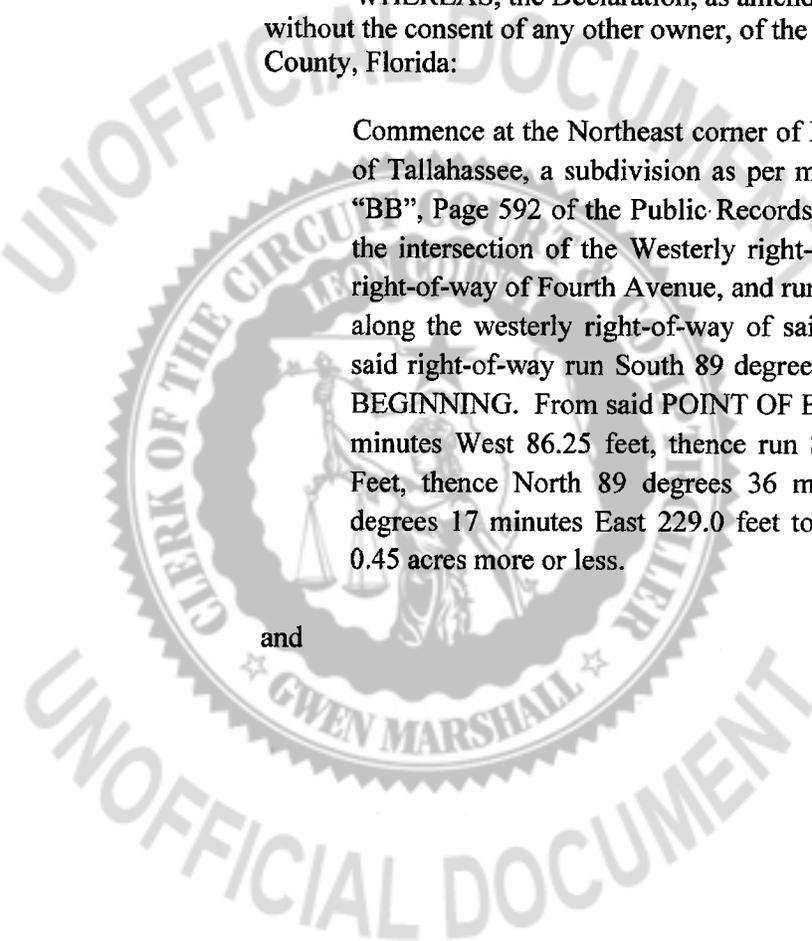
WHEREAS, the Declaration was amended by that Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court recorded in Official Records Book 1062, Page 1308 of the Public Records of Leon County, Florida, and further amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions of Grove Court recorded in Official Records Book 1121, Page 1175 of the Public Records of Leon County, Florida; and

WHEREAS, Grove Court partnership, a Florida general partnership hereinafter referred to as the "Declarant" is the Declarant under the Declaration; and

WHEREAS, the Declaration, as amended, provides for the annexation by the Declarant, without the consent of any other owner, of the following described property located in Leon County, Florida:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to the City of Tallahassee, a subdivision as per map or plat thereof recorded in Deed Book "BB", Page 592 of the Public Records of Leon County, Florida, said point being the intersection of the Westerly right-of-way of Duval Street and the Southerly right-of-way of Fourth Avenue, and run thence South 00 degrees 17 minutes West along the westerly right-of-way of said Duval Street 136.0 feet, thence leaving said right-of-way run South 89 degrees 36 minutes 86.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 36 minutes West 86.25 feet, thence run South 00 degrees 17 minutes West 229.0 Feet, thence North 89 degrees 36 minutes East 86.25 feet, thence North 00 degrees 17 minutes East 229.0 feet to the POINT OF BEGINNING containing 0.45 acres more or less.

and



WHEREAS, the Declarant now desires to annex the said real property.

NOW, THEREFORE, in consideration of the hereinabove set forth premises, the hereinafter set forth terms and conditions and other good and valuable considerations, the receipt and sufficiency of which are hereby conclusively acknowledged, the Declarant hereby annexes the above-described property, and declares that all of the said property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, as amended hereby (which are for the purposes of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof) and further agree as follows:

1. Article I, Section 4 of the Declaration, as previously amended, is hereby amended by adding the property described in Exhibit "A" attached hereto and by reference made a part hereof.

2. Article I, Section 5 of the Declaration, as previously amended, is hereby amended by adding the legal descriptions attached hereto as Exhibit "B" and by reference made a part hereof to the legal descriptions set forth in the Declaration, as previously amended.

3. The Declaration, as previously amended and as amended hereby, shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed these presents the day and year first above written.

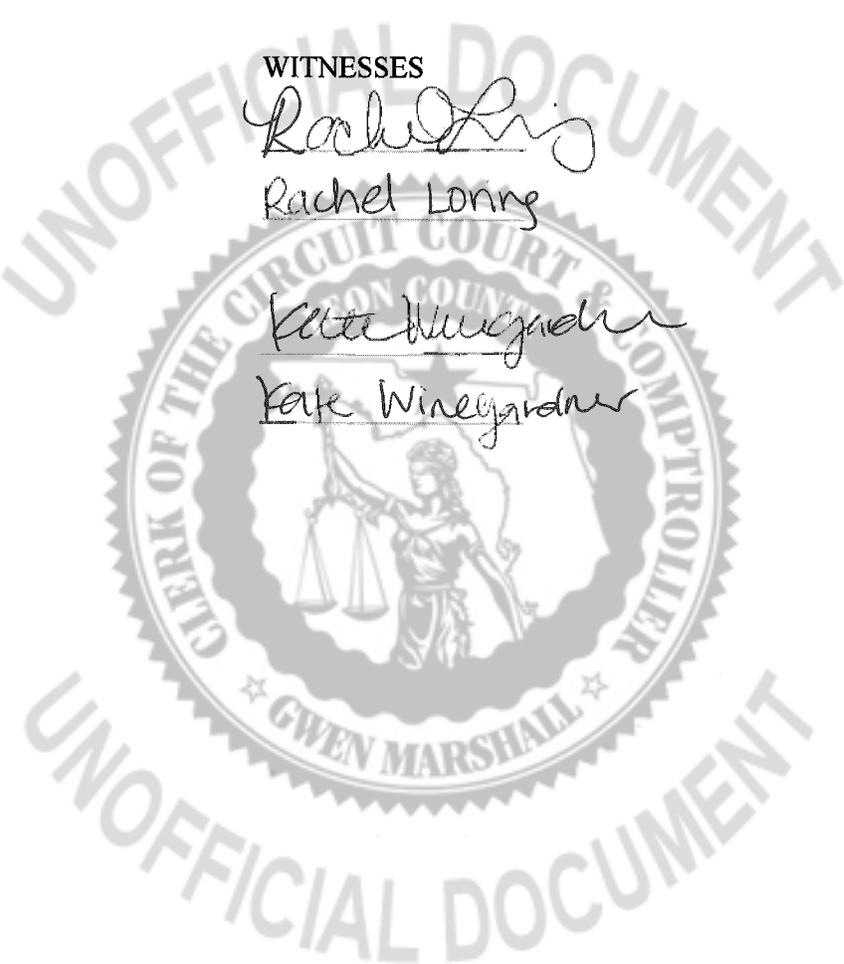
WITNESSES

Rachel Long
Rachel Long

Kate Winegardner
Kate Winegardner

By: Corene C. McGarden
Corene C. McGarden, President

By: Tamlyn S. Ellis
Tamlyn S. Ellis, Treasurer & Secretary



STATE OF FLORIDA,

COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally Coven C. McGoard to me known to be the person described as Partner of Grove Court Homeowners Association, in and who executed the foregoing THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing in the name of and for that general partnership; that as such Partner that person is duly authorized by that general partnership to do so; and that foregoing THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT is the act and THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT of that general partnership.

Who personally appeared due to personally known to me.

WITNESS my hand and official seal in the State and County named above this 28 day of Nov, 2022.

Jennifer A. Winegardner
Notary Public

My Commission Expires:



STATE OF FLORIDA,

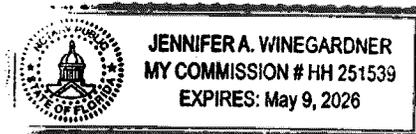
COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally Tamlyn S Ellis, to me known to be the person described as Partner of Grove Court Homeowners Association, in and who executed the foregoing THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that that person executed the foregoing in the name of and for that general partnership; that as such Partner that person is duly authorized by that general partnership to do so; and that foregoing THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT is the act and THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GROVE COURT of that general partnership.

WITNESS my hand and official seal in the State and County named above this 1 day of Dec, 2022.

Jennifer A. Winegardner
Notary Public

My Commission Expires:



UNOFFICIAL DOCUMENT

**ARTICLES OF INCORPORATION
OF
GROVE COURT HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of the laws of Florida, the undersigned, all of whom are residents of Leon County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is GROVE COURT HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II

The principal office of the Association is located at 211 West 4th Ave, Tallahassee, Florida 32303.

ARTICLE III

Tamlyn Ellis, whose address is 3268 Ed Gordon Drive, Tallahassee, Florida 32310 is hereby appointed the initial registered agent of this Association.

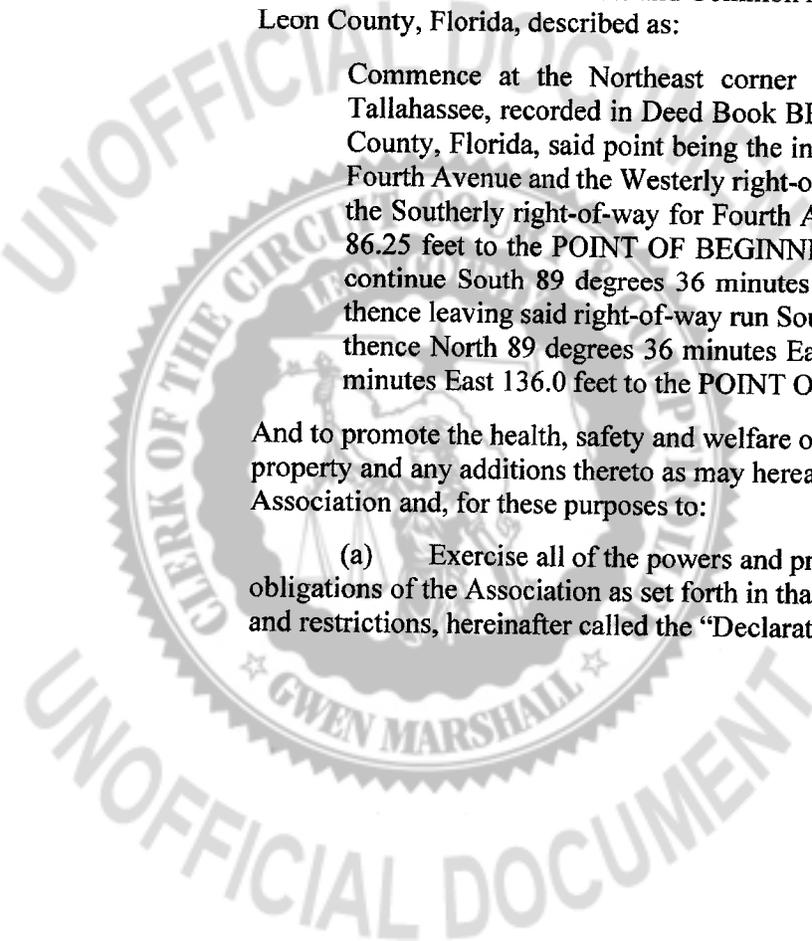
**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide maintenance, preservation and architectural control of the Lots and Common Area within that certain tract of property located in Leon County, Florida, described as:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 in the Public Records of Leon County, Florida, said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way for Fourth Avenue South 89 degrees 36 minutes West 86.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 36 minutes West along said right-of-way 86.25 feet, thence leaving said right-of-way run South 00 degrees 17 minutes West 136.0 feet, thence North 89 degrees 36 minutes East 86.25 feet, thence North 00 degrees 17 minutes East 136.0 feet to the POINT OF BEGINNING;

And to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and, for these purposes to:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declarations of Covenants, Conditions and restrictions, hereinafter called the "Declaration," applicable to the property and recorded or



to be recorded in the Official Records of Leon County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) Have and exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have to exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is recorded owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease

and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On December 31, 1984.

**ARTICLE VII
BOARD OF DIRECTORS**

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
1. Michael C. Paque	203 West 4 th Avenue Tallahassee, Florida
2. Maryanne B. Paque	203 West 4 th Avenue Tallahassee, Florida
3. Thomas Rush	205 West 4 th Avenue Tallahassee, Florida

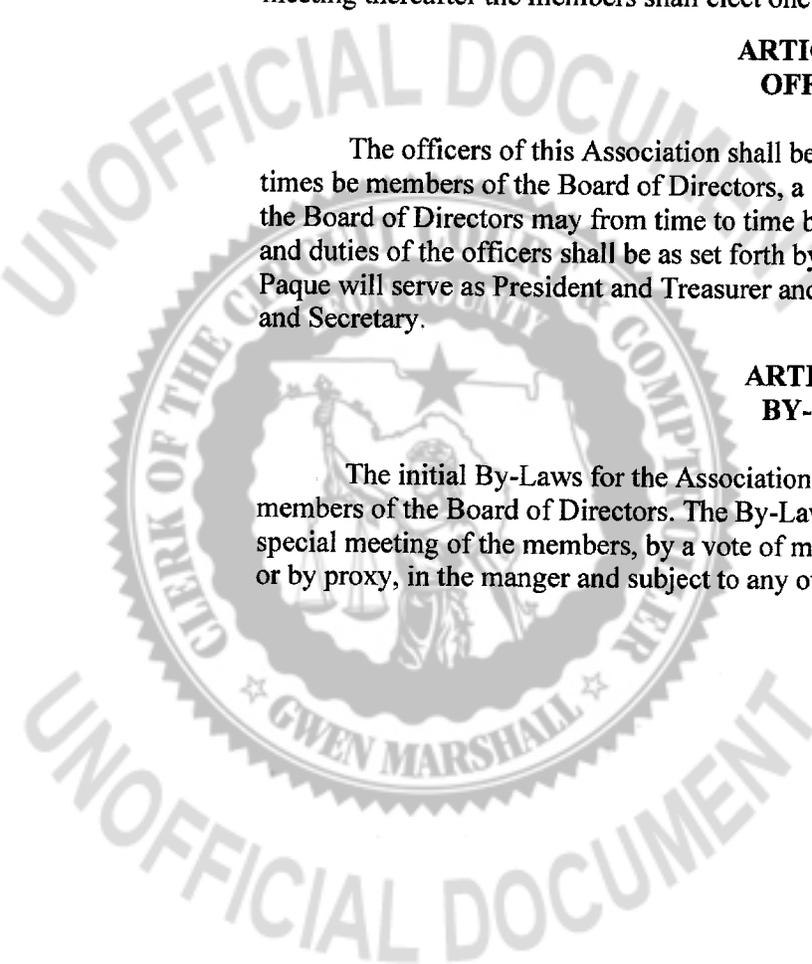
At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

**ARTICLE VIII
OFFICERS**

The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The election, term, removal and duties of the officers shall be as set forth by the Bylaws. Until the first election, Michael C. Paque will serve as President and Treasurer and Maryanne B. Paque will serve as Vice President and Secretary.

**ARTICLE IX
BY-LAWS**

The initial By-Laws for the Association shall be adopted by a vote of a majority of the members of the Board of Directors. The By-Laws may be amended or altered at a regular or special meeting of the members, by a vote of majority of a quorum of members present in person or by proxy, in the manger and subject to any other conditions set forth by the By-Laws.



**ARTICLE X
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

**ARTICLE XI
DURATION**

The corporation shall exist perpetually.

**ARTICLE XII
AMENDMENTS**

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership. Any amendment to these Articles may be proposed by resolution of the Board of Directors.

**ARTICLE XIII
FHA/VA APPROVAL**

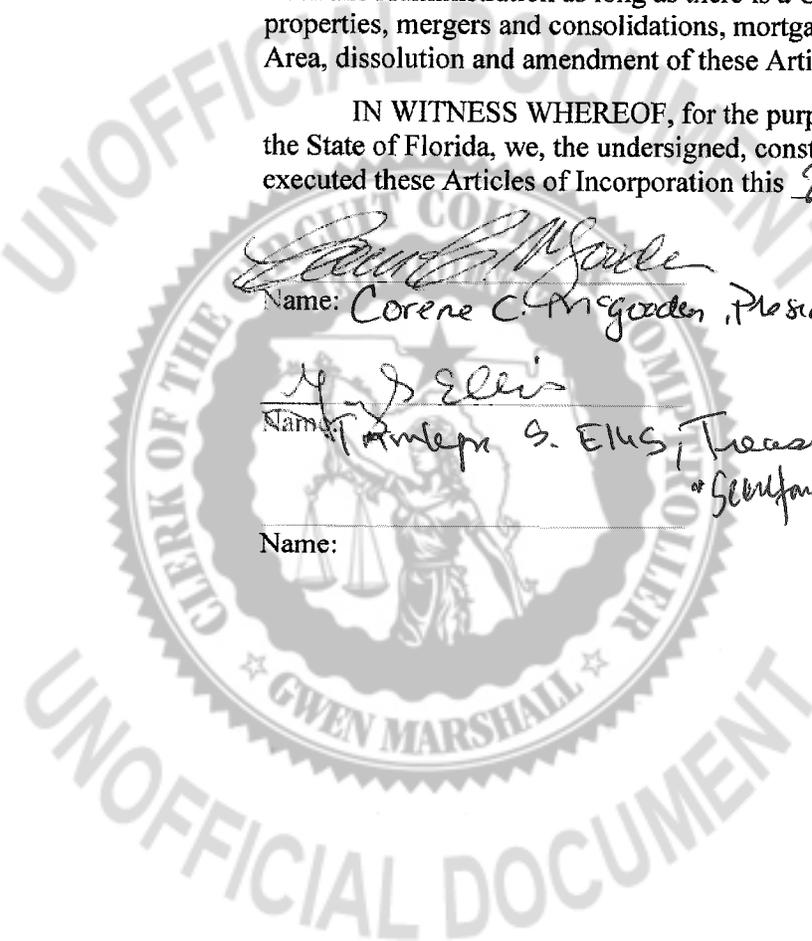
In the event an initial purchaser of a lot obtains FHA/VA financing for the purchase, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration as long as there is a Class B membership: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 28 day of November, 2022.


Name: Corene C. McGarden, President


Name: Stephen S. Ellis, Treasurer
or Secretary

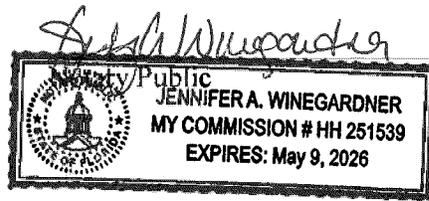
Name: _____



STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Corene C. McGoode who is personally known to me or who produced _____ as identification, and who executed the foregoing Articles of Incorporation, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 28 day of Nov, 2022.

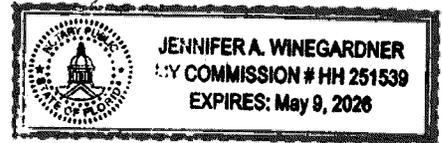


STATE OF FLORIDA
COUNTY OF LEON

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Tamlyn S Ellis who is personally known to me or who produced _____ as identification, and who executed the foregoing Articles of Incorporation, and acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 1 day of Dec, 2022.

Jennifer A. Winegardner
Notary Public



**BYLAWS OF
GROVE COURT HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean and refer to the GROVE COURT HOMEOWNERS ASSOCIATION, INC., a not for profit corporation organized and existing in the State of Florida.

Section 2. "Properties" shall mean and refer to the certain real property hereinbefore described, and such additions thereto as my hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

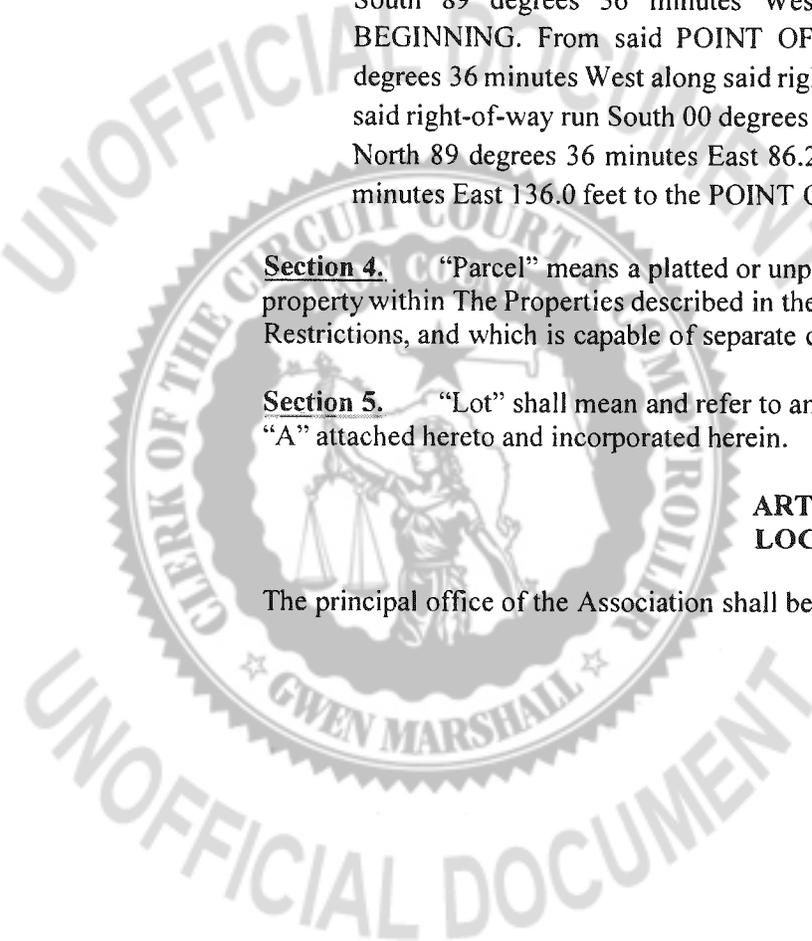
Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book BB, Page 592 in the Public Records of Leon County, Florida, said point being the intersection of the Southerly right-of-way of Fourth Avenue and the Westerly right-of-way of Duval Street and run thence along the Southerly right-of-way of Fourth Avenue South 89 degrees 36 minutes West 86.25 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 89 degrees 36 minutes West along said right of way 24.25 feet, thence, leaving said right-of-way run South 00 degrees 17 minutes West 136.0 Feet, thence North 89 degrees 36 minutes East 86.25 feet, thence North 00 degrees 17 minutes East 136.0 feet to the POINT OF BEGINNING.

Section 4. "Parcel" means a platted or unplatted lot, tract unit, or other subdivision of real property within The Properties described in the Declaration of Covenants, Conditions, and Restrictions, and which is capable of separate conveyance.

Section 5. "Lot" shall mean and refer to any of those parcels of land described in Exhibit "A" attached hereto and incorporated herein.

**ARTICLE II
LOCATION**

The principal office of the Association shall be at a place designated by the Board of Directors.



ARTICLE III MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The requirement of membership shall not apply to any mortgagee or third person acquiring title by foreclosure or otherwise, pursuant to the mortgage instrument, or those holding by, through or under such mortgage instrument, or those holding by through or under such mortgagee or third person.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation of such assessments is imposed against each owner of, and becomes a lien upon, the property against which assessments are made as provided by the appropriate article of the Declaration of Covenants, Conditions, and Restrictions for Grove Court Homeowners Association, Inc. which The Properties are subject, said being duly recorded in the Public Records of Leon County, Florida, and which provide as follows:

(a) For capital improvements and parking lot and road maintenance and improvements provided by a third-party for each property, such assessments to be established and collected as hereinafter provided. The Declarant, for each Parcel owned within The Properties, hereby covenants, and each Owner of any Parcel by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be charged on an Owner's Lot and shall be a continuing lien upon the Lot against which each such lot assessment is made.

(b) Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot as the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in the title unless expressly assumed by them.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article III, Section 2 above and under Article IV in the Declaration of Covenants, Conditions, and Restrictions, whether or not he /she be personally obliged to pay such assessment, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his/her rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Area and facilities, and the personal conduct of any person thereon, they may, in their discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

**ARTICLE IV
VOTING RIGHTS**

Section 1. The Association shall have one class of voting membership. Members of the Association shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III, Section 3. When more than one person holds such interest or interest in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot.

**ARTICLE V
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY**

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided by deed of dedication and in Article II, "Property Rights" of the respective Declarations of Covenants and Restrictions applicable to The Properties.

Section 2. Any member's rights of enjoyment in the Common Area and facilities extend to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest.

**ARTICLE VI
ASSOCIATION PURPOSES AND POWERS**

The Association has been organized for the following purposes:

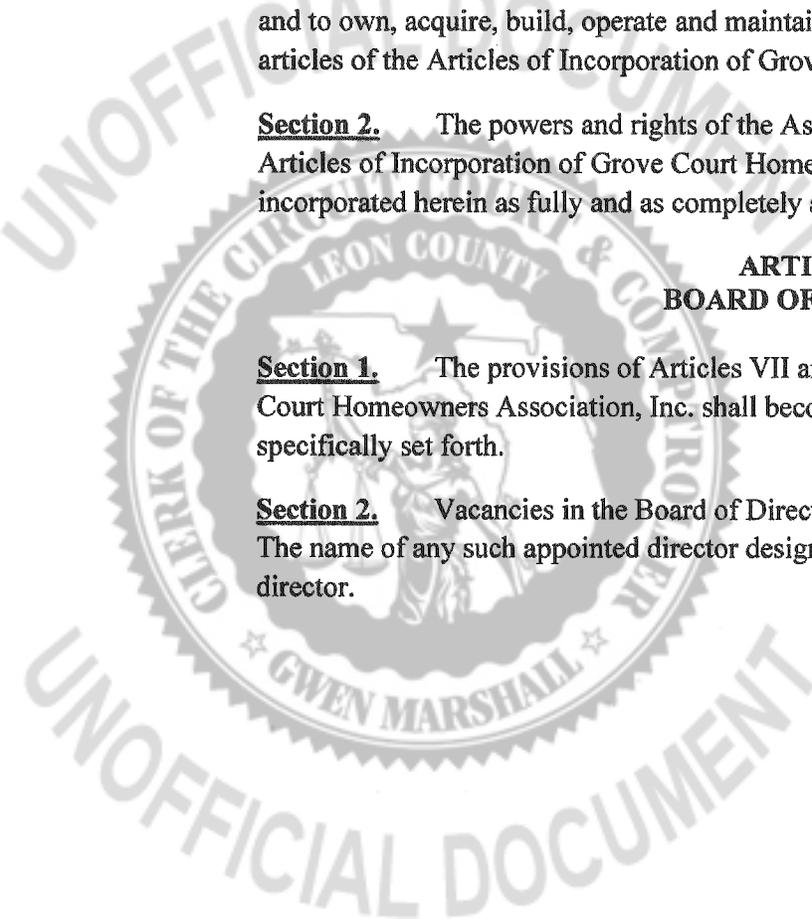
Section 1. To promote the health, safety and general welfare of the residents of Grove Court, and to own, acquire, build, operate and maintain Common Areas as provided in the appropriate articles of the Articles of Incorporation of Grove Court Homeowners Association.

Section 2. The powers and rights of the Association shall be as specified in Article IV of the Articles of Incorporation of Grove Court Homeowners Association, Inc., and such provisions are incorporated herein as fully and as completely as if specifically set forth.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 1. The provisions of Articles VII and VIII of the Articles of Incorporation of Grove Court Homeowners Association, Inc. shall become a bylaw as fully and as completely as if specifically set forth.

Section 2. Vacancies in the Board of Directors shall be filled by the remaining directors. The name of any such appointed director designated to complete an unfilled term of the vacating director.



**ARTICLE VIII
ELECTION OF DIRECTORS, NOMINATING COMMITTEE; ELECTION
COMMITTEE**

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3. The Board of Directors shall appoint a standing committee called the Nominations Committee to consist of three (3) association members in good standing. The Nominations Committee shall be constituted as follows: (a) a chairman to be chosen from the Board of Directors; and (b) two members, if possible.

Section 4. The Nominations Committee shall encourage board participation throughout the Association in securing candidates for director positions. The effort shall include the opportunity for individual Association members to volunteer for nomination to the Board of Directors. The Chairman of the Nominations Committee shall submit to the Secretary the names of all candidates to be considered for nomination prior to consideration by the Nominations Committee. Only those candidates certified by the Secretary as "Association members in good standing" shall be eligible to be nominees for membership on the Board of Directors. The Nominations Committee shall finalize the slate of nominees so that the number of nominees shall be no fewer than 150 percent and no more than 200 percent of the directorships to be filled. The Nominations Committee shall report the slate of nominees to the Board of Directors at an October Board meeting.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) described the vacancies to be filled; (b) set forth the names of those nominated by the Nominations Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy, and (d) note that the ballot shall be void if the members assessment is delinquent. Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the Board of Directors meeting scheduled to certify the results of the election).

Section 6. Each member shall receive as many ballots as he/she has votes. Notwithstanding that a member may be entitled to several votes, he/she shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his/her proxy is exercising more than one vote), shall be placed in another sealed

envelope which shall bear on its face the name and signature of the member or his/her proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his/her right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary.

Section 7. Upon receipt of each return, The Secretary shall immediately place it in a safe or other locked place until the day set for the counting of the votes. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Elections Committee which shall consist of three (3) members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall establish:

- a) That the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his/her proxy identified on the outside envelope containing them; and
- b) That the signature of the member or his/her proxy on the outside envelope is genuine; and
- c) That is the vote is by proxy, that a proxy has been filed with the Secretary as provided in Article XIV and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his/her proxy shall not be disclosed to anyone, even the Elections Committee.

The outside envelope shall thereupon be placed in a safe or other locked place and the Elections Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

Section 8. The Board of Directors shall consist of at least three (3) but not more than five (5) Directors. A director's term of office shall commence on January 1 following his/her election and shall extend for three (3) years or until his successor is elected. Elections held in December to elect board members whose terms begin on January 1, 2023 shall be conducted under the following procedures: the nominees receiving the most votes shall constitute the Board of Directors for Grove Court Homeowners Association, Inc. The Board of Directors is responsible for overseeing all aspects of elections and for insuring that they are conducted in accordance with the appropriate provisions of the Articles of Incorporation and Bylaws.

The Board of Directors shall receive the report of the Elections Committee and shall certify and announce the results of the election only after satisfying itself that all election procedures were properly followed. The Secretary shall record the certified election results in the permanent records of the Association, such record to include the name of each nominee and write-in candidate and the number of votes each person receives. A recount of the votes may be ordered by the Board of Directors and/or at the request of five (5) or more members in good standing who are personally in attendance at the meeting of the membership when the election results are

announced. Should the recount be ordered in the latter manner, the recount shall be performed immediately by the Elections Committee in the presence of all those members who wish to observe. The result of any recount shall be recorded by the Secretary in the same manner as the results were originally recorded.

**ARTICLE IX
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

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

(c) To establish up to the maximum amount allowed under the Covenants and Restrictions, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

(d) To adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the annual meeting or to members in the covenants.

(f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant.

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

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

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

(c) As more fully provided in the appropriate articles of the respective Declaration of Covenants and Restrictions applicable to The Properties:

- i. To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;
- ii. To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time;
- iii. To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

**ARTICLE X
DIRECTORS' MEETINGS**

Section 1. A regular meeting of the Board of Directors shall be held at least one time per year or as the Board deems necessary. The Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting except in the event of an emergency. Notices may also be emailed or posted to a website. Notice of any meeting where budget, and assessments are discussed shall be with at least 14 days' notice.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

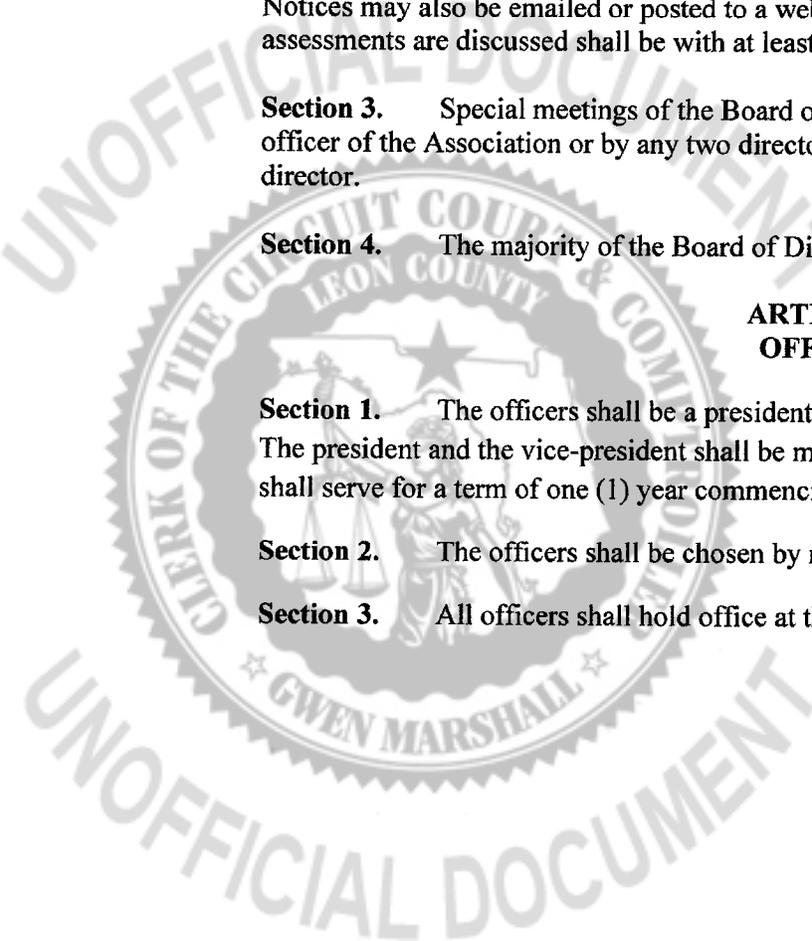
Section 4. The majority of the Board of Directors shall constitute a quorum thereof.

**ARTICLE XI
OFFICERS**

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer. The president and the vice-president shall be members of the Board of Directors. These officers shall serve for a term of one (1) year commencing January 1.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office at the pleasure of the Board of Directors.



Section 4. The president shall preside at all meeting of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and may sign all notes, checks, leases, mortgages, deeds, and all other written instruments.

Section 5. The vice-president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio; the secretary of the Board of Directors shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He/she shall sign all certificates of membership. He/She shall keep the records of the Association. He/She shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limited of a budget adopted by the Board. The treasurer may sign all checks and noted of the Association. Checks and notes shall also be signed by the any two of the following officers: president, vice-president, treasurer, or secretary.

**ARTICLE XII
COMMITTEES**

Section 1. The Standing Committees of the Association shall be:

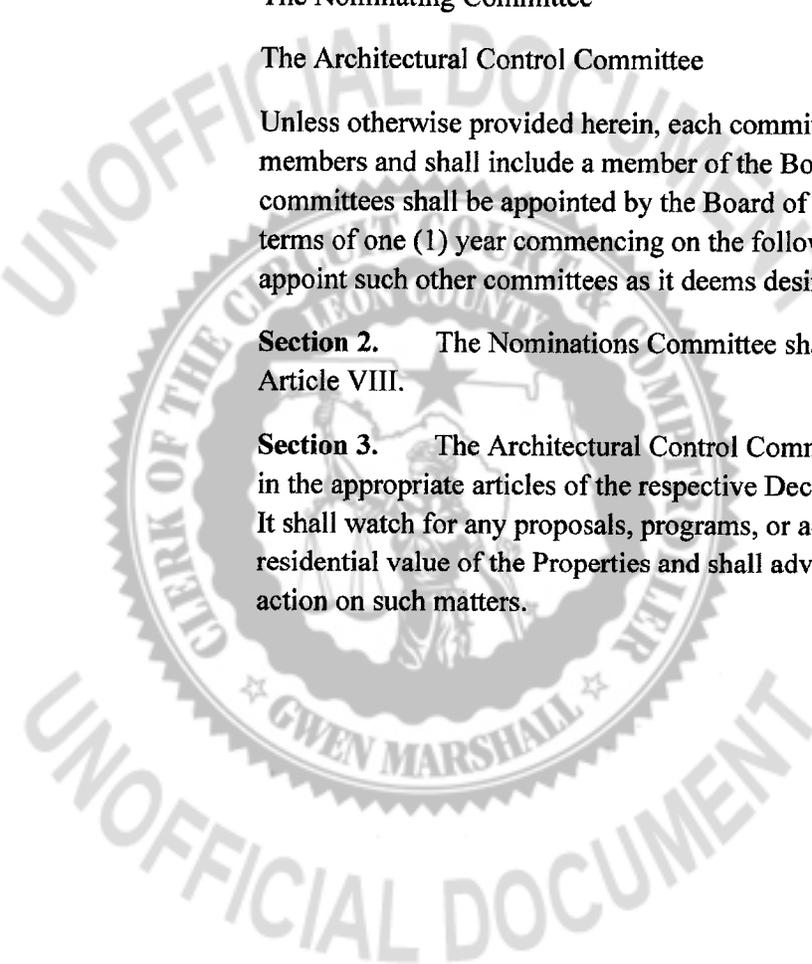
The Nominating Committee

The Architectural Control Committee

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 for Board contact. The committees shall be appointed by the Board of Directors following each annual meeting to serve terms of one (1) year commencing on the following January 1. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Architectural Control Committee shall have the duty and functions described in the appropriate articles of the respective Declaration of Covenants applicable to the Properties. It shall watch for any proposals, programs, or activities that may be adversely affect the residential value of the Properties and shall advise the Board of Directors regarding Association action on such matters.



**ARTICLE XIII
MEETING OF MEMBERS**

Section 1. The annual meeting of the members shall be held during November of each year on a day and at an hour designated by the Board of Directors in the notice of such meeting which is sent to the members.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice-President, the Secretary or Treasurer, or by any two or more members of the board of directors, up on written request of the members who have the right to vote one-fourth of all the votes of the entire membership.

Section 3. Written notice of any meetings shall be given to the members by the Secretary. Notice may be given to the members either personally, or by sending a copy of the notice through the mail, postage thereon being fully prepaid to his address appearing on the books of the Association. Each member shall register his address with the Secretary and notices of the meetings shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meetings shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to the Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or by the Covenants applicable to the Properties shall require a quorum as therein provided.

**ARTICLE XIV
PROXIES**

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. A proxy need not be in any pre-printed form, but must be clearly and legibly identified and signed by the member issuing the proxy, and include a street address and/or Lot, Block, and Unit designation of the property entitling that Member's vote.

Section 3. Proxies shall be assigned to another member, or marked as to voting preference on a particular issue. If assigned to another member, the member's name must be clearly stated on the proxy with inclusive dates of validity. Member holding rights to the proxy must be present at any meeting where the proxy is exercised. If the proxy is not assigned, the proxy must be clearly marked as to what issue the proxy is to be used for with approximate date that issue is to come up for a vote, and a voting preference must be clearly indicated.

Section 4. The Board of Directors may, if it so chooses, cause to be printed and distributed to all members, a proxy form to be used by the general membership to vote on any particular

issue. Such proxy forms shall contain the issue in question clearly defined in detail, contain space for a signature and address of the Member, and contain space, indicated and outlined, for the member to "FOR" or "AGAINST" or AT THE DISCRETION OF THE DESIGNATED PROXY."

Section 5. All proxies shall be in writing and filed with the Secretary prior to being counted in any voting. The Secretary shall validate all proxies by determining voting eligibility of the person issuing the proxy. No proxy shall extend beyond a period of one (1) year, and shall cease automatically upon sale by the issuing member of the property entitling membership.

Section 6. No proxy form shall be used for more than (1) member. Any member holding title to more than one lot must clearly designate each lot for which he is voting.

**ARTICLE XV
BOOKS AND PAPERS**

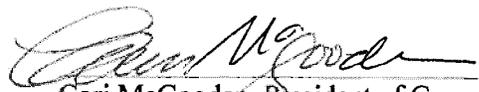
The Official Records of the Association shall be available to and subject to inspection by any member with reasonable notice and during reasonable hours, but at least within 10 days after receipt of written request and as otherwise provided for in Florida statutes.

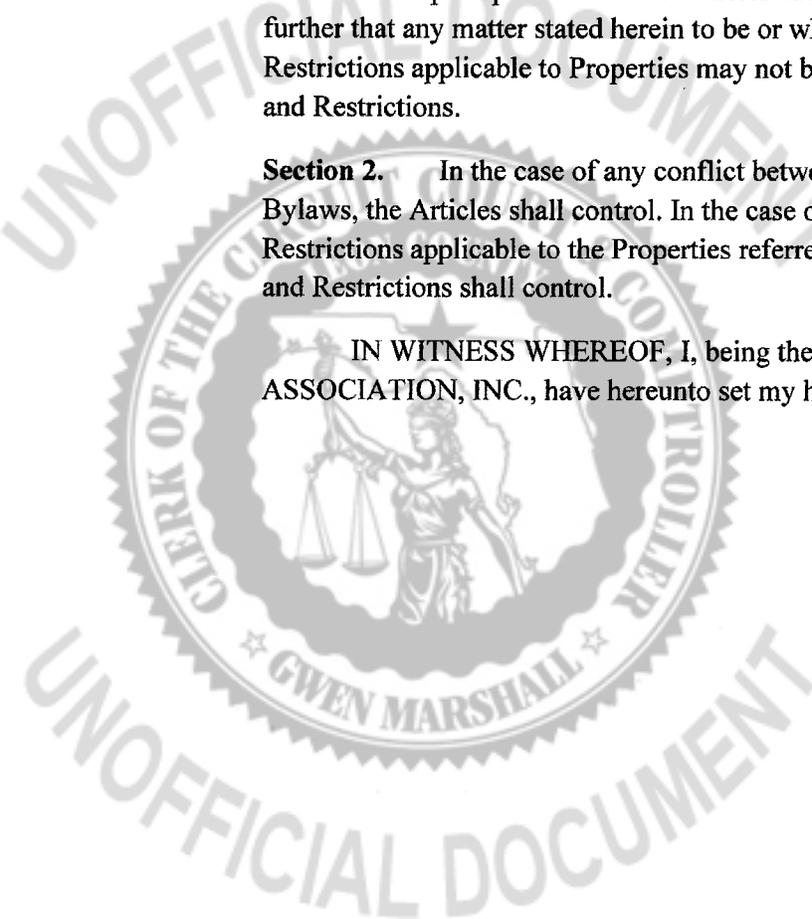
**ARTICLE XVI
AMENDMENTS**

Section 1. These bylaws may be amended at a regular or special meeting of the members, by approval of not less than two-thirds of the affected parcel owners, provided that those provisions of the bylaws which are governed by the Articles of Incorporation of the Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to Properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control. In the case of any conflict between the Covenants and Restrictions applicable to the Properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

IN WITNESS WHEREOF, I, being the President of GROVE COURT HOMEOWNERS ASSOCIATION, INC., have hereunto set my hand this 26 day of Nov, 2022.


Cori McGooden, President of Grove Court Homeowners Association, Inc.



Tamlyn Ellis
Tamlyn Ellis, Secretary of Grove Court Homeowners Association, Inc.

STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me this 28 day of Nov, 2022, Cori McGooden, President of Grove Court Homeowners Association, Inc, who is personally known to me or produced _____ as identification. And who personally appeared

Jennifer A. Winegardner
Notary Public
My Commission Expires:



STATE OF FLORIDA

COUNTY OF LEON

Sworn to and subscribed before me this 1 day of Dec, 2022, Tamyln Ellis, Secretary of Grove Court Homeowners Association, Inc, who is personally known to me or produced _____ as identification. And who personally appeared

Jennifer A. Winegardner
Notary Public
My Commission Expires:



Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

November 15, 2022

Jennifer A. Winegardner, Esq.
Raybourn Winegardner Law Firm
1410 Piedmont Drive E, 2nd Floor
Tallahassee, Florida 32308

**Re: Grove Court Homeowners Association, Inc., Approval;
Determination Number: 22208**

Dear Ms. Winegardner:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for Grove Court Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/bp/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
(850) 245.7105 | www.FloridaJobs.org | www.Twitter.com/FLDEO | www.Facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Jennifer A. Winegardner, Esq.
November 15, 2022
Page 2 of 2

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.



UNOFFICIAL DOCUMENT

10583242

EXHIBIT "A"

PARCEL 1:

Unit "A", Grove Court, Phase III, unrecorded, being more particularly described as follows:

Commence at the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet; thence South 00 degrees 17 minutes 00 seconds West 228.59 feet; thence South 89 degrees 52 minutes 17 seconds West 14.00 feet to the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 52 minutes 17 seconds West a distance of 71.34 feet; thence North 00 degrees 06 minutes 02 seconds East 45.11 feet to a point lying on a projection of the Northerly common wall of said Unit "A"; thence run North 89 degrees 45 minutes 43 seconds East along said common wall and a projection thereof, a distance of 71.49 feet; thence South 00 degrees 17 minutes 00 seconds West 45.24 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for Ingress and egress over and across the following described property, to-wit:

COMMON AREA, GROVE COURT, PHASE III

Commence the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet to a point for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 36 minutes 00 seconds West 86.07 feet; thence South 00 degrees 06 minutes 02 seconds West 43.30 feet; thence North 89 degrees 42 minutes 03 seconds East 78.93 feet; thence South 00 degrees 17 minutes 00 seconds West 58.86 feet; thence South 14 degrees 47 minutes 04 seconds West 27.96 feet; thence South 00 degrees 17 minutes 00 seconds West 99.25 feet; thence North 89 degrees 52 minutes 17 seconds East 14.00 feet; thence North 00 degrees 17 minutes 00 seconds East 228.59 feet to the Point of Beginning.

PARCEL 2:

Unit B, GROVE COURT, PHASE III

Commence at the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof recorded in Deed Book BB, Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of

Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary, a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet; thence South 00 degrees 17 minutes 00 seconds West 183.32 feet; thence South 89 degrees 45 minutes 43 seconds West 14.00 feet to a point lying on a projection of the Southerly common wall of Unit B, Grove Court, Phase III for the Point of Beginning. From said Point of Beginning, continue thence South 89 degrees 45 minutes 43 seconds West along said common wall and a projection thereof, a distance of 71.49 feet; thence North 00 degrees 06 minutes 02 seconds East 27.00 feet to a point lying on a projection of the Northerly common wall of said Unit B, thence run North 89 degrees 45 minutes 43 seconds East along said common wall and a projection thereof, a distance of 71.57 feet, thence South 00 degrees 17 minutes 00 seconds West 27.00 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for Ingress and egress over and across the following described property, to-wit:

COMMON AREA, GROVE COURT, PHASE III

Commence the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet to a point for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 36 minutes 00 seconds West 86.07 feet; thence South 00 degrees 06 minutes 02 seconds West 43.30 feet; thence North 89 degrees 42 minutes 03 seconds East 78.93 feet; thence South 00 degrees 17 minutes 00 seconds West 58.86 feet; thence South 14 degrees 47 minutes 04 seconds West 27.96 feet; thence South 00 degrees 17 minutes 00 seconds West 99.25 feet; thence North 89 degrees 52 minutes 17 seconds East 14.00 feet; thence North 00 degrees 17 minutes 00 seconds East 228.59 feet to the Point of Beginning.

PARCEL 3:

Unit 1000-C, Grove Court, described as follows:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to the City of Tallahassee, a subdivision as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Westerly right-of-way of Duval Street and the Southerly right-of-way of Fourth Avenue, and run thence South 00 degrees 17 minutes West along the said Westerly right-of-way of Duval Street 136.0 feet, thence leaving said Westerly right-of-way run South 89 degrees 36 minutes West 172.50 feet, thence South 00 degrees 17 minutes West 129.25 feet to the Point of Beginning. From said Point of Beginning continue South 00 degrees 17 minutes West 26.85 feet, thence run North 89 degrees 42 minutes 03 seconds East 65.60 feet, thence North 00 degrees 17 minutes 57 seconds West 26.85 feet, thence South 89 degrees 42 minutes 03 seconds West 65.32 feet to the Point of Beginning.

PARCEL 4:

UNIT D, GROVE COURT, PHASE III

Commence at the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet; thence South 00 degrees 17 minutes 00 seconds West 129.32 feet; thence South 39 degrees 45 minutes 43 seconds West 14.00 feet to a point lying on a projection of the Southerly common wall of Unit "D", Grove Court, Phase III, for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 45 minutes 43 seconds West along said common wall and a projection thereof, a distance of 71.66 feet thence North 00 degrees 06 minutes 02 seconds East 27.00 feet to a point lying on a projection of the Northerly common wall of said Unit "D"; thence run North 89 degrees 45 minutes 43 seconds East along said common wall and a projection thereof a distance of 78.74 feet; thence South 14 degrees 47 minutes 04 seconds West 27.96 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the following described property to wit:

COMMON AREA, GROVE COURT, PHASE III

Commence the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet to a point for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 36 minutes 00 seconds West 86.07 feet; thence South 00 degrees 06 minutes 02 seconds West 43.30 feet; thence North 89 degrees 42 minutes 03 seconds East 78.93 feet; thence South 00 degrees 17 minutes 00 seconds West 58.86 feet; thence South 14 degrees 47 minutes 04 seconds West 27.96 feet; thence South 00 degrees 17 minutes 00 seconds West 99.25 feet; thence North 89 degrees 52 minutes 17 seconds East 14.00 feet; thence North 00 degrees 17 minutes 00 seconds East 228.59 feet to the Point of Beginning.

PARCEL 5:

1000-E North Duval Street

Commence at the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet; thence South

00 degrees 17 minutes 00 seconds West 102.32 feet; thence South 89 degrees 45 minutes 43 seconds West 7.00 feet to a point lying on a projection of the Southerly common wall of "UNIT "E", GROVE COURT, PHASE III, for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 45 minutes 43 seconds West along said common wall and a projection thereof, a distance of 78.74 feet; thence North 00 degrees 06 minutes 02 seconds East 27.00 feet to a point lying on a projection of the Northerly common wall of said UNIT "E"; thence run North 89 degrees 45 minutes 43 seconds East along said common wall and a projection thereof, a distance of 78.83 feet; thence South 00 degrees 17 minutes 00 seconds West 27.00 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the following described property, to-wit:

COMMON AREA, GROVE COURT, PHASE III:

Commence the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet to a point for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 36 minutes 00 seconds West 86.07 feet; thence South 00 degrees 06 minutes 02 seconds West 43.30 feet; thence North 89 degrees 42 minutes 03 seconds East 78.93 feet; thence South 00 degrees 17 minutes 00 seconds West 58.86 feet; thence South 14 degrees 47 minutes 04 seconds West 27.96 feet; thence South 00 degrees 17 minutes 00 seconds West 99.25 feet; thence North 89 degrees 52 minutes 17 seconds East 14.00 feet; thence North 00 degrees 17 minutes 00 seconds East 228.59 feet to the Point of Beginning.

PARCEL 6:

1000-F NORTH DUVAL STREET

Commence at the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West, 86.25 feet; thence South 00 degrees 17 minutes 00 seconds West 75.32 feet; thence South 89 degrees 45 minutes 43 seconds West 7.00 feet to a point lying on a projection of the southerly common wall of unit "F", Grove Court, Phase III for Point of Beginning. From said Point of Beginning continue thence South 89 degrees 45 minutes 43 seconds West along said common wall and a projection thereof a distance of 78.83 feet; thence North 00 degrees 06 minutes 02 seconds East 31.77 feet; thence run North 89 degrees 42 minutes 03 seconds East 78.93 feet; thence South 00 degrees 17 minutes 00 seconds West 31.86 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive easement for ingress and egress over and across the following described property, to-wit:

COMMON AREA, GROVE COURT, PHASE III:

Commence the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way boundary of Fourth Avenue (50 foot right of way) and the Westerly right of way boundary of Duval Street (50 foot right of way) and run thence South 00 degrees 17 minutes 00 seconds West along said Westerly right of way boundary a distance of 136.00 feet; thence leaving said Westerly right of way boundary and run South 89 degrees 36 minutes 00 seconds West 86.25 feet to a point for the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 36 minutes 00 seconds West 86.07 feet; thence South 00 degrees 06 minutes 02 seconds West 43.30 feet; thence North 89 degrees 42 minutes 03 seconds East 78.93 feet; thence South 00 degrees 17 minutes 00 seconds West 58.86 feet; thence South 14 degrees 47 minutes 04 seconds West 27.96 feet; thence South 00 degrees 17 minutes 00 seconds West 99.25 feet; thence North 89 degrees 52 minutes 17 seconds East 14.00 feet; thence North 00 degrees 17 minutes 00 seconds East 228.59 feet to the Point of Beginning.

PARCEL 7:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to the City of Tallahassee, a subdivision as per map or plat thereof recorded in Deed Book "BB", Page 392, of the Public Records of Leon County, Florida, said point being the intersection of the Westerly right of way of Duval Street and the Southerly right of way of Fourth Avenue, and run thence South 00 degrees 17 minutes West along the Westerly right of way of said Duval Street 287.33 feet to the Point of Beginning. From said Point of Beginning continue thence South 00 degrees 17 minutes West 34.78 feet; thence leaving said Westerly right of way North 89 degrees 46 minutes 15 seconds West 76.95 feet; thence North 00 degrees 17 minutes East 34.75 feet; thence North 89 degrees 46 minutes 15 seconds East 76.95 feet to the Point of Beginning.

PARCEL 8:

THAT TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1079, PAGE 1445 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 85, LONG GROVE ADDITION TO THE CITY OF TALLAHASSEE AS PER MAP OR PLAT THEREOF RECORDED IN DEED BOOK "BB", PAGE 592 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA AND RUN THENCE ALONG THE RIGHT-OF-WAY OF DUVAL STREET 00 DEGREES 17 MINUTES WEST 136.00 FEET, THENCE SOUTH 89 DEGREES 36 MINUTES WEST 86.25 FEET, THENCE SOUTH 00 DEGREES 17 MINUTES WEST 123.67 FEET TO THE POINT OF BEGINNING: FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 89 DEGREES 50 MINUTES 55 SECONDS EAST 61.35 FEET. THENCE SOUTH 00 DEGREES 17 MINUTES WEST 26.83 FEET. THENCE NORTH 89 DEGREES 46 MINUTES 15 SECONDS WEST 61.35 FEET, THENCE NORTH 00 DEGREES 17 MINUTES EAST 26.75 FEET TO THE POINT OF BEGINNING.

ALONG WITH

BEGIN AT THE NORTHEAST CORNER OF THE PREVIOUSLY DESCRIBED PROPERTY; THENCE RUN NORTH 89 DEGREES 50 MINUTES 55 SECONDS WEST, 3.39 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 25 SECONDS EAST, 0.25 FEET; THENCE

SOUTH 89 DEGREES 42 MINUTES 35 SECONDS EAST, 5.00 FEET; THENCE SOUTH 03 DEGREES 03 MINUTES 53 SECONDS WEST, 11.79 FEET; THENCE SOUTH 01 DEGREES 16 MINUTES 00 SECONDS WEST, 15.25 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 26 SECONDS WEST, 0.77 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST, 26.77 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

GROVE COURT, PHASE II, UNIT "C"

Commence at the Northeast corner of Lot 85 of Long Grove Addition to the City of Tallahassee, a subdivision as per map or plat thereof, recorded in Deed Book "BB", Page 592 of the Public Records of Leon County, Florida said point being the intersection of the Westerly right of way of Duval Street and the Southerly right of way Fourth Avenue, and run thence South 00 degrees 17 minutes West along the Westerly right of way of said Duval Street 223.66 feet, thence leaving said Westerly right of way run North 89 degrees 50 minutes 55 seconds West 24.89 feet to the Point of Beginning. From said Point of Beginning continue North 89 degrees 50 minutes 55 seconds West 41.01 feet, thence run South 00 degrees 17 minutes West 36.84 feet, thence South 89 degrees 50 minutes 55 seconds East 41.01 feet, thence North 00 degrees 17 minutes East 36.84 feet to the Point of Beginning.

PARCEL 10

UNIT 12: F/K/A UNIT D, PHASE II, REVISED, GROVE COURT

Commence at the Northeast corner of Lot 85, of Long Grove Addition to the City of Tallahassee, a subdivision as per map or plat thereof, recorded in Deed Book BB, Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Westerly right-of-way of Duval Street and the Southerly right-of-way of Fourth Avenue and run thence South 00 degrees 17 minutes West along the Westerly right-of-way of said Duval Street, 193.95 feet to the Point of Beginning. From said Point of Beginning continue South 00 degrees 17 minutes West 29.71 feet, thence leaving said Westerly right-of-way run North 89 degrees 50 minutes 55 seconds West 65.89 feet, thence North 00 degrees 17 minutes East 29.15 feet, thence North 89 degrees 39 minutes 55 seconds East 65.89 feet to the Point of Beginning.

PARCEL 11:

1012 N. Duval Street

Commence at the Northeast corner of Lot 85 of Long Grove Addition to the City of Tallahassee, a subdivision as per map or plat thereof recorded in Deed Book "BB", Page 592 of the Public Records of Leon County, Florida said point being the intersection of the Westerly right-of-way of Duval Street and the Southerly right-of-way of Fourth Avenue and run thence South 00 degrees 17 minutes west along the Westerly right-of-way of said Duval Street 149.82 feet to the Point of Beginning. From said Point of Beginning continue thence South 00 degrees 17 minutes West 44.13 feet, thence leaving said westerly right-of-way run South 89 degrees 39 minutes 55 seconds West 61.89 feet, thence North 00 degrees 17 minutes East 44.06 feet, thence North 89 degrees 36 minutes East 61.89 feet to the Point of Beginning.

The above described property being subject to an electrical easement described as follows:

Commence at the above said point of beginning and run thence South 89 degrees 36 minutes West 23.79 feet to the Point of Beginning. From said Point of Beginning continue South 89 degrees 36 minutes West 18.0 feet, thence run South 00 degrees 17 minutes West 4.0 feet, thence North 89 degrees 36 minutes East 14.0 feet, thence South 00 degrees 17 minutes West 40.10 feet, thence North 89 degrees 39 minutes 55 seconds East 4.0 feet, thence North 00 degrees 17 minutes East 44.10 feet to the Point of Beginning.

PARCEL 12:

Commence at the Northeast corner of Lot 85, Long Grove Addition to Tallahassee, Florida, a subdivision, as per map or plat thereof recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida and run thence South 00 degrees 17 minutes West along the Westerly right of way of Duval Street a distance of 136.0 feet to the Point of Beginning. From said Point of Beginning leaving said right of way run thence South 89 degrees 36 minutes West 67.20 feet; thence North 00 degrees 17 minutes East 32.04 feet, thence North 42 degrees 44 minutes 53 seconds East 18.26 feet; thence South 89 degrees 38 minutes 19 seconds East 30.87 feet; thence South 00 degrees 17 minutes West 18.0 feet; thence South 89 degrees 38 minutes 19 seconds East 24.0 feet to the Westerly right of way of said Duval Street; thence South 00 degrees 17 minutes West 26.64 feet to the Point of Beginning.

PARCEL 13:

Commence at the Northeast corner of Lot 85, Long Grove Addition to Tallahassee, Florida, a subdivision as per map or plat thereof, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, and run thence South 00 degrees 17 minutes along the Westerly right of way of Duval Street a distance of 39.16 feet; thence leaving said right of way run North 89 degrees 38 minutes 19 seconds West 24.0 feet; thence South 00 degrees 17 minutes West 20 feet to the Point of Beginning. From said Point of Beginning continue South 00 degrees 17 minutes West 32.20 feet; thence North 89 degrees 30 minutes 19 seconds West 30.87 feet; thence South 42 degrees 44 minutes 53 seconds West 18.26 feet; thence North 00 degrees 17 minutes East 45.69 feet; thence South 89 degrees 38 minutes 19 seconds East 43.20 feet to the Point of Beginning.

PARCEL 14:

PARCEL C

Begin at the Northeast corner of Lot 85, Long Grove Addition to Tallahassee, Florida, a subdivision as per map or plat thereof recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida and run thence South 00 degrees 17 minutes West along the Westerly right of way of Duval Street 39.16 feet; thence leaving said right of way run North 89 degrees 38 minutes 19 seconds West 24 feet; thence South 00 degrees 17 minutes West 20.00 feet; thence North 89 degrees 38 minutes 19 seconds West 43.20 feet; thence North 00 degrees 17 minutes East 58.27 feet to the Southerly right of way of Fourth Avenue; thence run North 89 degrees 36 minutes East along said right of way 67.20 feet to the Point of Beginning.

PARCEL 15:

UNIT 1, more particularly described as follows:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the

intersection of the Southerly right of way of Fourth Avenue, and the Westerly right of way of Duval Street and run thence along the Southerly right of way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet to the Point of Beginning. From said Point of Beginning continue thence South 89 degrees 36 minutes West along said right of way 62.0 feet; thence leaving said right of way run South 00 degrees 17 minutes West 36.5 feet; thence North 89 degrees 36 minutes East 62.0 feet; thence North 00 degrees 17 minutes East 36.5 feet to the Point of Beginning.

SUBJECT TO an Access Easement across the Northerly and Westerly 5 feet and also SUBJECT TO a 10 foot Electrical and Telephone Easement.

PARCEL 16:

UNIT 2, Grove Court, unrecorded more particularly described as follows:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way of Fourth Avenue, and the Westerly right of way of Duval Street and run thence along the Southerly right of way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet; thence leaving said right of way run South 00 degrees 17 minutes West 36.5 feet to the Point of Beginning. From said Point of Beginning run thence South 89 degrees 36 minutes West 62.0 feet; thence South 00 degrees 17 minutes West 21.0 feet; thence North 89 degrees 36 minutes East 62.0 feet; thence North 00 degrees 17 minutes East 21.0 feet to the Point of Beginning.

PARCEL 17:

Lot 3, Grove Court, in Long Grove Addition to the City of Tallahassee, Unit 3, being more particularly described as follows:

Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way of Fourth Avenue, and the Westerly right of way of Duval Street and run thence along the Southerly right of way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet; thence leaving said right of way run South 00 degrees 17 minutes West 57.5 feet to the Point of Beginning. From said Point of Beginning, run thence South 89 degrees 36 minutes West 62.0 feet; thence South 00 degrees 17 minutes West 21.0 feet; thence North 89 degrees 36 minutes East 62.0 feet; thence North 00 degrees 17 minutes East 21.0 feet to the Point of Beginning.

PARCEL 18:

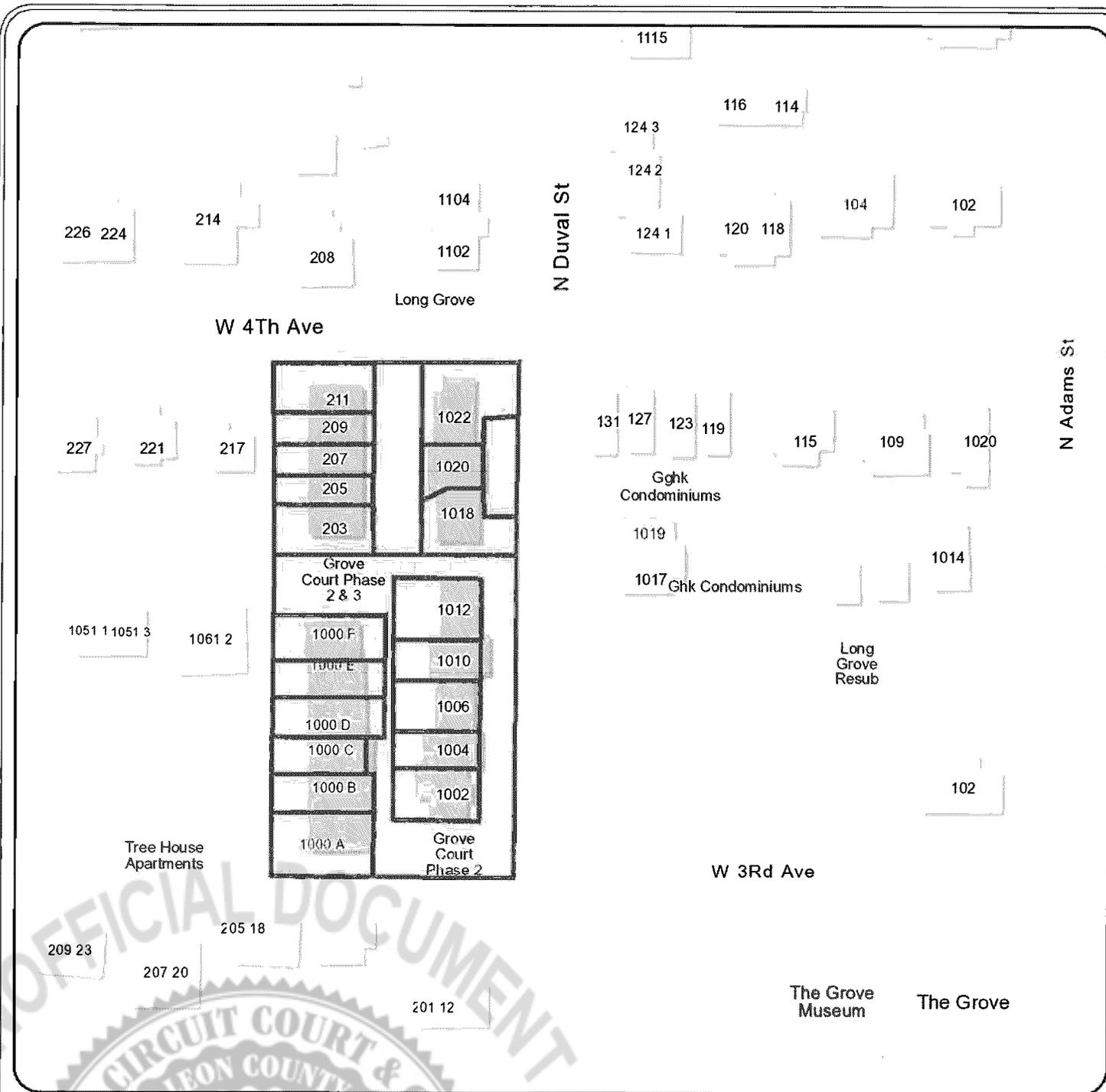
Commence at the Northeast corner of Lot 85, of Long Grove Addition to Tallahassee, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way of Fourth Avenue and the Westerly right of way of Duval Street and run thence along the Southerly right of way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet; thence leaving said right of way run South 00 degrees 17 minutes West 78.5 feet to the Point of Beginning. From said Point of Beginning run thence South 89 degrees 36 minutes West 62.0 feet; thence South 00 degrees 17 minutes West 21.0 feet; thence North 89 degrees 36 minutes East 62.0 feet; thence North 00 degrees 17 minutes East 21.0 feet to the Point of Beginning.

PARCEL 19:

UNIT 5, GROVE COURT

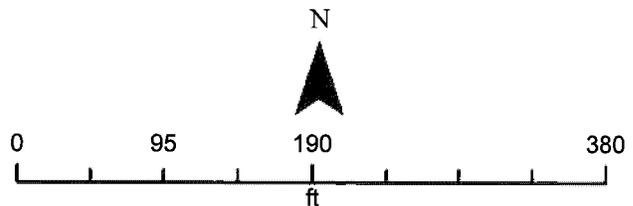
Commence at the Northeast corner of Lot 85 of Long Grove Addition to Tallahassee, recorded in Deed Book "BB", Page 592, of the Public Records of Leon County, Florida, said point being the intersection of the Southerly right of way of Fourth Avenue, and the Westerly right of way of Duval Street and run thence along the Southerly right of way of Fourth Avenue South 89 degrees 36 minutes West 110.50 feet; thence leaving said right of way run South 00 degrees 17 minutes West 99.5 feet to the Point of Beginning. From said Point of Beginning, run thence South 89 degrees 36 minutes West 62.00 feet; thence South 00 degrees 17 minutes West 36.5 feet; thence North 89 degrees 36 minutes East 62.0 feet; thence North 00 degrees 17 minutes East 36.5 feet to the Point of Beginning.





Legend

	Township		Lot		Building
	Section		Access Easement		Park
	Subdivision		River		City Limit
	Tax Parcel		Waterbody		Imagery 1/2015



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Leon County Property Appraiser

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Date Drawn: Jun 21, 2022