

PREPARED BY AND RETURN TO:
JOSEPH B. CIANKORSE, P.A.
1966 HAYSHORE BLVD., SUITE A
DUNEDIN, FL. 34626

**AMENDED AND RESTATED
AGREEMENT OF DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS, CONDITIONS,
CHARGES AND USES COVERING REAL PROPERTY
DESCRIBED HEREIN KNOWN AS
HARBOR CREST 400**

WHEREAS, an Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property was recorded in O.R. Book 3197, Page 69 et seq. of the Public Records of Pinellas County, Florida, on November 4, 1969; and

WHEREAS, the certain real property described in and encumbered by the foregoing Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property is described as:

The NW 1/4 of the SE 1/4 of the SE 1/4 of Section 7, Township 30 South, Range 15 East, LESS AND EXCEPT the West 233 feet thereof, subject to easements and restrictions of record.

WHEREAS, the Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property was amended in O.R. Book 5468, Page 1511 et seq. of the Public Records of Pinellas County, Florida, on February 2, 1983; and

WHEREAS, pursuant to the original Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property, HARBOR CREST 400 PROPERTY OWNERS, INC., a Florida corporation, was described as "Management", for the purpose of carrying out the terms of the Declaration and managing certain properties covered by the Declaration. Management shall hereinafter be referred to as "Association"; and

WHEREAS, the Homes within the above described property were sold subject to the Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property after recordation of the 1969 Declaration; and

WHEREAS, all of the above described real property shall adhere to certain covenants, restrictions, limitations, conditions, charges and uses for the benefit of all Home Owners within said real property in order to enhance the desirability of living in the said Harbor Crest "400" Homes, to prevent nuisances, to prevent the impairment of the attractiveness of the property and to insure and secure to each Home Owner the full benefit and enjoyment of his Home as well as the recreational facilities, with no greater restriction upon the free and undisturbed use of his Home and his right to use the recreational facilities and other facilities that may be provided by Association, than is necessary to insure the same advantage to other Home Owners within the real property described hereinabove.

NOW, THEREFORE, the following Covenants, Restrictions, Limitations, Conditions, Charges and Uses of the above described real property are hereby amended and restated as follows:

1. Association hereby agrees to perform the following services to and for the benefit of Home Owner:

- a) To furnish reasonable water for Home;
- b) To furnish reasonable water for recreation areas;
- c) To maintain water distribution lines in easement areas;
- d) To furnish sewer service for Home;
- e) To furnish sewer service for recreation areas;
- f) To furnish sewer distribution lines in easement areas;
- g) To maintain sidewalks;
- h) To maintain street lights;
- i) To furnish electricity for street lights;
- j) To maintain streets;
- k) To maintain recreational facilities;
- l) To provide laundry area;
- m) To maintain laundry area; and
- n) To mow and edge grass around Homes.

2. Each Home Owner of property within Harbor Crest "400" Homes agrees to pay to Association a monthly maintenance charge, for the services furnished by Association as set forth above and for the costs of operation of the Association. The Officers and Board of Harbor Crest 400 Property Owners, Inc. shall have the right as of January 1 of each year to increase or decrease the maintenance charge for the cost of the services. Such increase may not exceed 10% of the current maintenance charge.

3. Said maintenance charge shall be paid to Association, or its designee, on the first day of each month in advance. The maintenance charge once in effect will continue from month to month, whether or not said Home is vacant or occupied. Payment by Home Owner of the maintenance charge shall be payable by the Home Owner at a place designated by Association, without the necessity of Association rendering monthly statements to Home Owner. In the event the service charge is not paid within five (5) days of the due date, an administrative late fee in an amount established by the Board of Directors from time to time will be assessed to the Home

Owner and charged against the account for his or her Home site and said account shall accrue interest at the highest rate permitted by law. The Association or its designee, shall have the right to file a lien against the Home site and the improvements contained thereon for any such unpaid maintenance charges; and shall have the right to enforce said lien in any manner provided by law for the enforcement of mechanic's or statutory liens pursuant to Chapter 720, Florida Statutes, but Association shall not be restricted to such procedure in the collection of said overdue charges. In the event of such enforcement, all costs thereof, including reasonable attorney's fees, shall be paid by the Home Owner against whom enforcement is necessary.

4. It is the purpose of Association for the use and benefit of each Home Owner of a Home located in the Harbor Crest "400" development to provide a completely compatible and proper atmosphere of cooperative living. It is agreed between the parties hereto that Association must have the absolute right to determine at any time the qualifications and the fitness of any Purchaser or Lessee of a Home in said development. Only individuals may be Owners of Home sites within the Harbor Crest "400" development, with the exception that an individual may transfer his or her interests into Trust if he or she remains a beneficiary of the Trust and the only beneficiary of the Trust entitled to occupy the property. The Association shall be notified prior to a sale, lease, or other transfer of the property, including but not limited to transfers into Trust or by gift or inheritance and the Association shall interview the prospective new Home Owner or Lessee. Approval of the Association in writing must be obtained prior to occupancy.

5. Association will in its sole discretion assign one parking space to each Home without a carport. Additional parking spaces shall be allocated as guest parking spaces and shall be used in common by Home Owners' guests and invitees pursuant to reasonable rules and regulations to be established by Association from time to time.

6. No Home shall be used for any purpose other than as and for a single family residence. For the purposes of this section, "single family" shall be defined as not more than two (2) persons residing together as a family unit who are unrelated by blood, marriage or adoption. No business may be operated from a Home site to the extent it impacts other occupants or use of shared facilities and parking or increases traffic.

7. Home Owners shall keep and maintain their respective Homes in good condition and repair and shall promptly pay for all utilities which are separately metered to the Home. The Board of Directors of the Association shall have the authority to adopt specifications pertaining to Home maintenance and acceptable alterations of the Homes. In the event the Home Owner does not maintain the respective Home in good condition and repair, in the discretion of the Board of Directors, including, but not limited to, the removal of any mold or mildew, pressure washing to reflect a freshly painted appearance, painting, removal and replacement of rotting wood trim, soffit, eave and/or gutters or downspouts, the Association, through the Board of Directors, may, after 21 days written notice to the Home Owner, enter upon the Home Owner's property and undertake the maintenance as deemed appropriate in the discretion of the Board of Directors and said entry upon the property shall not be considered a trespass. The Association shall be entitled to recover the costs for such maintenance as a specific assessment against the Home Owner's Home site, which shall be collectible as outlined in Article 3 of this Declaration, including, but not limited to, a lien and foreclosure.

8. Home Owners shall maintain all plants, landscaping and trees on their respective property. Home Owners shall trim, weed, replace when needed, and generally keep the landscape and trees in a first class condition, free of parasites and disease and free from trash and debris. If the Home Owner does not maintain the landscape or the trees, the Association, through the Board of Directors, may, after 21 days written notice to the Home Owner, enter upon the Home Owner's property and undertake the maintenance as deemed appropriate in the discretion of the Board of Directors and said entry upon the property shall not be considered a trespass. The Association shall be entitled to recover the costs for such maintenance as a specific assessment against the Home Owner's Home site, which shall be collectible as outlined in Article 3 of this Declaration, including, but not limited to, a lien and foreclosure.

9. No Home Owner shall cause any signs of any nature whatsoever to be posted or affixed to his Home, except for name plates which shall be uniform in size and approved by Association in writing. No signs of any nature, commercial or otherwise, including, but not limited to, "For Sale" or "For Rent" shall be displayed or affixed or painted on any home or vehicle.

10. No pets shall be permitted in any of the Homes other than birds, such as canaries or parakeets, spayed or neutered indoor cats (not more than two (2) cats per Home) and fish, such as gold fish and tropical varieties, provided that none are raised for commercial purposes. No dogs or other pets or animals shall be permitted.

11. Home Owners, their families, guests, invitees, or Lessees shall in no way deface or mar, or change the common easement areas, and shall be liable for damages thereto.

12. All Home Owners shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions and amplifiers that tend to disturb other Home Owners.

13. No Home Owner shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in such Home between the hours of 11:00 P.M. and the following 9:00 A.M., if the same disturb or annoy other occupants of the development and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day or between the hours of 6:00 P.M. and the following 9:00 A.M.; nor shall an occupant commit or permit any nuisance, immoral or illegal act in his Home or in the common easement areas.

14. When a Home is occupied, at least one person over the age of 55 years of age shall reside therein and be a permanent resident. Under no circumstances may any persons under the age of 25 years reside in any of the Homes.

15. No one-bedroom Home shall be permanently occupied by more than (2) individuals, and no two-bedroom Home shall be permanently occupied at any time by more than four (4) individuals, except as otherwise provided herein.

16. Home Owner or Home Owner's approved Lessee, shall be permitted to have visitor occupants of any age for up to three (3) weeks during any six-month period, or a

maximum of six (6) weeks in any twelve-month period; provided that at no time shall any one-bedroom Home be occupied by more than five (5) individuals, nor any two-bedroom Home by more than six (6) individuals.

17. No Home shall be leased or rented by Home Owner without the written permission of Association and shall not be leased more than two (2) times in any calendar year and provided that all leases and lessees are first approved by Association in writing. The Association through the Board shall have the right to require an application to lease along with a fee as determined from time to time by the Board of Directors. In considering approval of proposed lessees, the Board may review financial and criminal background information. The Association shall be under no obligation to provide an alternate lessee if in the discretion of the Board, denial of a proposed lessee is made based upon the interest of the Association in protecting the health, safety and welfare of the residents of Harbor Crest "400".
18. The Home Owner hereby warrants that all restrictions set forth in the Agreement shall be included in each and every Agreement entered into by the Home Owner for a Home sold, rented or leased in the development cited herein as Harbor Crest "400" Homes.
19. Current Home Owner agrees to make no exterior changes including color of Home without prior written approval from Association. A Home Owner desiring to make alterations to the exterior of the Home shall submit an application in writing to the Association Board of Directors. The Board of Directors may adopt standards and specifications pertaining to alterations of the exterior of the Homes. In the event the Association does not approve of proposed alterations in writing, said alterations shall not be made. In the event the Association does not respond to a written application for proposed changes within thirty (30) days of receipt, said proposed alterations shall be deemed to have been approved by the Association.
20. Association shall in no way be responsible for the payment of any tax levied or assessed against individual Home sites or improvements contained thereon.
21. No clothing, bedding or other similar items shall be dried or aired in any outdoor area, except in such areas provided by Association, nor shall any such items be hung over or on porch railings.
22. All garbage, trash, or rubbish shall be placed in the disposal installations provided for such purpose by Association.
23. Carports shall be used for the intended purpose of parking an operational, licensed, non-commercial vehicle. Carports shall not be used for the storage or use of appliances. Personal property or other miscellaneous items may be stored within well maintained storage units. Storage units must allow sufficient space to insure that vehicle does not extend beyond edge of sidewalk. The accumulation of rubbish, trash, debris and the use and storage of flammable materials is strictly prohibited.
24. The provisions contained herein shall run with the land and shall bind the land and the Home Owners thereof, and their heirs, successors and assigns of the Home Owners thereof, and all Home Owners of any portion of the land hereinabove described shall be deemed conclusively to have accepted and agreed to this instrument by acceptance of title to any such portion of the real property herein described. These provisions shall continue until January 1, 2069, unless extended, modified or amended as hereinafter provided.

COV.
1/26/20

25. If any of the provisions of this Agreement or the application of such provisions to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application for such provisions to persons or circumstances other than those as to which was held invalid, shall be deemed severable and shall not be affected thereby.

26. The provisions hereof may be extended, modified or amended by the written, recordable consent of the Home Owners of at least 75% of the property herein described.

IN WITNESS HEREOF, Harbor Crest 400 Property Owners, Inc. has caused this Amended and Restated Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property, Described Herein Known as HARBOR CREST 400 to be executed in accordance with the authority hereinabove expressed this 9 day Jan, 2012.

HARBOR CREST 400 PROPERTY OWNERS, INC.

By: Charlotte Steullet
Charlotte Steullet, President

ATTEST:

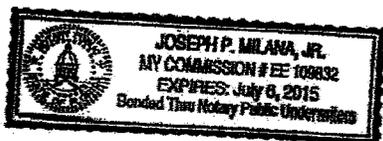
Celia Leaird
Celia Leaird, Secretary

STATE OF FLORIDA
COUNTY OF PINNELLAS

SWORN TO (or affirmed) and subscribed before me this 9th day of January 2012, by Charlotte Steullet, as President and Celia Leaird, as Secretary of Harbor Crest 400 Property Owners, Inc., who are personally known to me, or who have produced a current drivers license, as identification.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:
MY HARBOR CREST 400 CSIA 2012 Harbor Crest Agreement of Declaration, 08/30/11 of



Extra Copy

AMENDED AND RESTATED BYLAWS
OF
HARBOR CREST 400 PROPERTY OWNERS, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is HARBOR CREST 400 PROPERTY OWNERS, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at such place as is designated by the Board from time to time, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Harbor Crest 400 Property Owners, Inc., its successors and assigns.

Section 2. "Common Area or Areas" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Association, or as to which it has been granted easement rights, for the common use and enjoyment of the Members of the Association.

Section 3. "Community" shall mean and refer to that certain residential development known as Harbor Crest 400, as described in the Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property as recorded in O.R. Book 3197, Page 69 et seq. of the Public Records of Pinellas County, Florida, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property, applicable to the Community, recorded at O.R. Book 3197, Page 69 et seq., and as subsequently amended in O.R. Book 5468, Page 1511 et seq., all of the Public Records of Pinellas County, Florida.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat within the Community. For the purpose of determining membership and voting rights, the term "Lot" may also refer to proposed Lots in undeveloped phases of the Community.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Community, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. All other terms defined in the Declaration shall have the same meaning when used herein.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held during the month of January of each year on the date and at such time and place as the Board of Directors shall designate.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meetings.

(a) Notice of all meetings shall be given at least fourteen (14) days in advance to each Member entitled to vote, either by mailing or hand delivering a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. Notice may also be provided electronically, in accordance with the Florida Statutes, to those owners who agree in writing to receive notice in this form.

(b) Delivery of notice pursuant to subsection (a) to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the Secretary in writing that notice is given such co-owner and furnished the Secretary with the address to which such notice may be sent or delivered.

Section 4. Quorum. The presence at a meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the total votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or are represented. Action undertaken at a meeting at which quorum

was established shall constitute valid acts of the membership even though during such meeting less than a quorum shall have been present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary or the other person designated on the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance or other transfer of title by the Member of his Lot.

Section 6. Majority Vote. The acts approved by a majority of the votes cast, either in person or by proxy, at a meeting at which quorum is established shall constitute the acts of the Members, except when approval by a greater or different voting majority is required by the Declaration, the Articles of Incorporation or these Bylaws.

Section 7. Voting Members. If a Lot is owned by one person, his right to vote shall be established by the record title to the Lot. If a Lot is owned by a corporation, the officer, agent or employee thereof entitled to cast the vote of the corporation therefore shall be designated in a certificate for this purpose signed by the President or a Vice President, and filed with the Secretary of the Association. With regard to a Lot owned by more than one (1) person, any of the joint owners may vote on behalf of such Lot.

Section 8. Waiver of Notice. Any owner may waive notice of any annual or special meeting of Members by a writing signed either before, at or after such meeting. Attendance by an Owner, or his designated Voting Member, at a meeting shall also constitute a waiver of notice of the time, place and purpose of the meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The number of Board Members for this Association will be no less than three (3) and no more than nine (9), as determined by the Board of Directors after such time as nominations have been made; or alternatively as determined by the Members at the annual meeting where the election is to be held. Directors must be a Member of the Association.

Section 2. Term of Office. Each director will be elected for terms of two years each. Steps may be taken as necessary to insure that staggering of terms of office continues as closely as possible to this model. A director shall continue in office until his successor shall be elected and qualifies, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board of Directors, even though less than a quorum, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination and Election.

(a) Nominations for election to the Board of Directors shall be made by a Notice of Intent to run for the Board which is to be submitted by any interested candidates, or by nomination from the floor at the annual meeting. A letter will be sent to all Members at least 45 days prior to the election, with a Notice of Intent form, giving them 15 days within which to nominate themselves or another eligible person (subject to acceptance of such nomination). This shall not in any way limit or prohibit a Member from nominating himself from the floor.

(b) Upon request of a candidate who is nominated, the Association shall also include in the mailing to the owners an information sheet, no larger than 8-1/2" x 11", with wording on only one side of the page, setting forth any information that the candidate wishes for the membership to be aware of. This information sheet must be furnished to the Association prior to the time that the Association sends out the written ballots to the membership. The Association will have no liability or responsibility with regard to the contents of any information sheets prepared by the candidates.

(c) All elections to the Board of Directors shall be made on a ballot, which is to be completed by the eligible voter, or alternatively the eligible voter may provide a proxy to another member for purposes of voting at the election meeting. In order to be valid, the ballot must be completed by an authorized voting member or their proxy holder and placed in an inner ballot envelope, and then the inner envelope is to be placed in an outer envelope which must have the address and signature of the authorized voter on the exterior of the envelope, in order to preserve the secrecy of the ballot. The outer envelopes will be verified and opened at the annual meeting and the ballots contained in the inner envelope will then be handled so as to preserve the secrecy of the election process. The ballot shall (a) describe the vacancies to be filled; (b) set forth the names of those persons who have submitted a Notice of Intent for such vacancies; and (c) contain space for write-in candidates (subject to these persons being nominated from the floor at the annual meeting); and shall be mailed to the Members at least fifteen (15) days in advance of the date of the annual meeting or election.

(d) As required by Section 720.303 of the Florida Statutes, nominations will also be taken from the floor at the annual meeting. Following the closing of any nominations

from the floor, Members will have the opportunity to take back a previously submitted outer envelope containing a ballot, and change their vote, until such time as a motion to close the balloting is adopted by the Members represented at the meeting. At the election of Directors by Members, the Members or their proxies may cast as many votes as they are entitled under the Declaration with respect to each vacancy. All votes will be cast by secret ballot, unless the person(s) casting the vote waive the right to a secret ballot. The candidates receiving the largest number of votes shall be elected.

(e) If there are fewer candidates than vacancies to be filled, the candidates who have been nominated shall be automatically elected to fill vacancies, and the remaining vacancies shall be filled by appointment by the Board, including the new board members who have automatically assumed a position on the Board.

(f) In the event of a tie vote, a runoff election shall be held with fourteen (14) days notice to the Members, pursuant to a written ballot which is to be submitted at or prior to the special membership meeting to be held for this purpose.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the Board, after not less than forty-eight (48) hours notice to each director, by telephone, electronic mail, facsimile or hand delivery.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 4. Waiver of Notice. Notwithstanding any provision of these Bylaws as to notice, a director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a director shall also act as waiver of notice thereof.

Section 5. Adjourned Meetings. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Lots and the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) exercise for the Association all powers, duties and authority vested or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties;
- (e) authorize the execution of any easement as provided in the Articles of Incorporation or Declaration, or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where Member consent or approval is expressly required by the terms of the Declaration, the Articles of Incorporation or these Bylaws;
- (f) exercise such other powers as homeowners' associations and not-for-profit corporations are given under the Florida Statutes; and
- (g) levy reasonable fines against a Lot Owner and /or tenant, in addition to the other remedies provided for in the Declaration, Bylaws and applicable statutes. A fine may be proposed by the Board for failure to comply with any provision of the Declaration, Bylaws or reasonable rules and regulations adopted by the Association. Unless specifically authorized by future amendments to the Florida Statutes, no fine may exceed \$100.00 per violation; however, a fine may be levied on the basis of each day of a continuing violation, of up to \$100.00 per day and a maximum of \$1000.00 for any single, continuing violation. No fine may become final until at least fourteen (14) days notice of the proposed fine is provided to the person(s) sought to be fined, and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Association. Such committee members shall not be officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association, except as otherwise permitted by law. If the committee, by majority vote, agrees to overrule the Board and to eliminate or reduce a proposed fine, the fine will be imposed in accordance with the decision of the committee. Otherwise, the fine will stand as proposed by the Board. The Board of Directors and the committee may adopt additional rules and procedures in connection with the adoption of fines, and the hearing and other procedures to be followed. If the fine becomes final and is not paid

within such reasonable time period as may be established by the Board, the Association will be entitled to recover all costs and attorneys' fees in connection with the adoption and collection of the fine, and the fine may become a lien against the property of the owner only to the extent allowed by the Florida Statutes.

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

(a) 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 statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) 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 Declaration, to:

(1) fix the amount of the annual assessment against each Lot in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

(3) consider whether to foreclose the lien against any Lot for which assessments are not paid upon the date due (subject to any grace period established by the Declaration or by the Board of Directors) or bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any Owner, a certificate setting forth whether or not any assessment levied against such Owner's Lot has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, if it deems it appropriate;

(g) cause the Common Areas and other land for which the Association is obligated for maintenance by the Declaration to be maintained;

(h) appoint and organize an Architectural Control Committee to fulfill the responsibilities and duties assigned thereto under the Declaration; and

Concur

(i) perform such other functions and duties as may be provided by the Declaration or the Articles of Incorporation and not expressly reserved to the Members.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as time Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until his successor is duly elected and qualified, unless he shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for time remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold the offices of President and Secretary; however, a person may otherwise hold more than one office.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of a president of a corporation. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages,

Concur

(i) perform such other functions and duties as may be provided by the Declaration or the Articles of Incorporation and not expressly reserved to the Members.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as time Board of Directors may from time to time by resolution create. Officers need not be Members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year and until his successor is duly elected and qualified, unless he shall sooner resign, be removed, or be otherwise disqualified to serve.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for time remainder of the term of the officer he replaces.

Section 7. Multiple Offices. No person shall simultaneously hold the offices of President and Secretary; however, a person may otherwise hold more than one office.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of a president of a corporation. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages,

ARTICLE X

BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the management office of the Association, or such other location established by the Board, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS AND MONETARY OBLIGATIONS

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be delinquent. If the assessment is not paid within ten (10) days from the due date, a late fee may be imposed by the Board, and if not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Area or abandonment of his Lot.

Section 2. Collection of Rental. If a Lot is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Association, the association may demand that the tenant pay to the association the future monetary obligations related to the Lot, including but not limited to the rent, pursuant to the terms and conditions of Section 720.3085, Florida Statutes, as amended from time to time.

(a) The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the association releases the tenant or the tenant discontinues tenancy in the Lot.

(b) The Association may sue for eviction as if the association were a landlord under Part II of Chapter 83, Florida Statutes if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83.

(c) The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a parcel owner to vote in any election or to examine the books and records of the association.

Section 3. Suspension of Use Rights. If a member is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, an Association may suspend,

until such monetary obligation is paid, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities.

(a) A suspension may not be imposed without at least 14 days' notice to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed suspension, it may not be imposed. If the association imposes a suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner, pursuant to the terms of Section 720.305, Florida Statutes, as amended from time to time.

(b) Suspension of common-area-use rights do not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

ARTICLE XII

CORPORATE SEAL

The Association may adopt, use, and alter a corporate seal in circular form having within its circumference the words: "Harbor Crest 400 Property Owners, Inc.", "a Florida not for profit corporation". The Association may use such seal, a common seal, or any facsimile thereof, but shall not be required to adopt or use such seal.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be altered, amended or rescinded at a regular or special meeting of the Members by a majority vote.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing was adopted as the Amended and Restated Bylaws of the Association at the meeting of the Board on the 9th day of January, 2012

HARBOR CREST 400 PROPERTY OWNERS, INC.

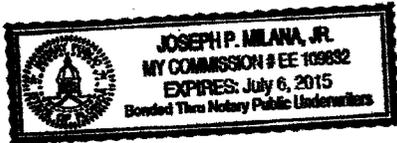
ATTEST:

Celia Leaird
Celia Leaird, Secretary
Print Name

By: Charlotte Stuller
Charlotte Stuller President
Print Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of January, 2012 by C. Stuller, President, and C. Leaird, Secretary of Harbor Crest 400 Property Owners, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are personally known to me or have produced FDL as identification.



[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

HARBOR CREST 400 PROPERTY OWNERS, INC.
RULES AND REGULATIONS
As Amended and Approved April 5, 2007

The following Rules and Regulations, adopted in accordance with the Agreement of Declaration of Covenants, Restrictions, Limitations, Conditions, Charges and Uses Covering Real Property Described Herein (hereinafter referred to as "Covenant"), the Articles of Incorporation and the Bylaws of Harbor Crest 400 Property Owners, Inc., supersede all previous Rules and Regulations and shall continue in effect until amended.

As used herein, the term "Owner" shall apply to the Home Owner and the Owner's trust, guests, invitees, family, employees, and lessees.

OCCUPANCY:

1. This is an adult community; children and young people are welcome as guests. They must abide by the rules and regulations and be supervised at all times by their parents or the Owner with whom they are visiting.
2. Owners have the right to lease Homes twice (2) in any given calendar year, provided that all leases and lessees are first approved by the Board of Directors and made subject to the Covenant of Harbor Crest "400" Homes and the Articles of Incorporation, Bylaws and Rules and Regulations of Harbor Crest 400 Property Owners, Inc. Approved lessees will be accorded welcome status by the complex. (Any guest of lessees staying longer than ten (10) days must also be registered by the Board of Directors).
3. Owners may permit guests or visiting family members to occupy their Homes, but at least one guest or family visiting member must be 55 yrs. of age if going to be in residence while Owner is not present or with special written permission by the Board of Directors in certain circumstances to be determined by the Board.
 - a) Registers the guest or visiting family members with any Board Member in advance, and supplies the name, length of stay and status of the guest or visiting family member, who must furnish identification upon arrival and
 - b) Restricts guests or family members to two (2) individuals per bedroom.
 - c) Failure to comply, guests or visiting family members, cannot use the common elements.

4. The Board of Directors must be notified of Homes that are to be sold, inherited, or leased full time, and interview the prospective buyer, new Owner, or lessee, and provide them with the Covenant, Articles of Incorporation, Bylaws and Rules and Regulations with which they must agree in writing to abide.
5. Only Individuals may be Owners of Property within the Harbor Crest "400" Complex.
6. Maintenance and assessment fees are due on the first of each month. A \$5.00 late charge will be assessed if payment is not received by the fifth (5th) day of the month. If not paid within thirty (30) days, delinquent fees and late charges shall be enforced by liens or other legal remedies. After two(2) months, the late charge will increase to \$15.00 per month if the fees have not been paid. If fees and charges are still delinquent twelve (12) months after first becoming delinquent, the fee shall increase to \$25.00 per month.
7. No external variance to Homes or Property may be made unless approved by the Board of Directors in advance and in writing.
8. Owners must post a copy of these Rules and Regulations in their home when lessees, guests, or unaccompanied family members are present.. Copies of the Rules and Regulations are available from the Secretary of Harbor Crest 400 Property Owners. Inc.
9. No pets shall be permitted in any of the apartments other than, birds such as canaries or parakeets, spayed or neutered indoor cats (not more than two (2) cats per home) and fish, such as gold fish and tropical varieties; provided that neither is raised for commercial purposes. No dogs or other pets shall be permitted.
10. No business office shall be maintained on the premises of any home. No signs of any nature, including "For Sale" or "For Rent", shall be displayed at or affixed or painted on any home or vehicle.
11. Complaints regarding maintenance and operation of Harbor Crest 400 Complex shall be made in writing to the Board of Directors. Requests for shrub trimming or other services shall be placed in the maintenance box in the recreation hall.

12. The common property of the Harbor Crest 400 Complex shall not be obstructed in any manner and shall be kept free and clean of rubbish, debris and other unsightly and unsanitary material.
- 13.. The back of the property of each Home is designated as an easement and any objects placed in this area shall be entirely at the Owner's risk. Harbor Crest Property Owner's, Inc. assumes no responsibility for them. Any items that restrict the proper maintenance of this property shall be removed. The Board of Directors will give written notice for their removal and may thereafter remove the same at the Owner's expense.
14. Refuse and garbage shall be put out for collection on Monday, Wednesday and Friday before 9:30A.M. in proper sealed, leakproof containers and shall not be out prior to the day of collection
15. Clothes and bathing material may not be dried outside homes at any time except on drying lines provided for this purpose. Items left in the washer or dryer in laundry may be removed when cycle is completed if Owner is not present. Owners shall notify lessees and guests of the location of drying lines.
16. Visitors must use Parking Facilities designated as guest parking. Owners and/or resident must use their assigned parking place. Only Owners with two (2) vehicles can use guest parking areas (for 2nd car) with written Board approval. Parking in a location that has been assigned to another unit is allowed only with the written permission of the unit Owner to whom that location has been assigned and the Board has been notified. Parking at the end of First Ave. and the East end of Second Ave. is to be used as guest parking, along with the grass area in the back. *only when designated parking spaces are avail.*
17. Boats, watercraft, motorcycles, commercial vehicles not providing services, unsightly vehicles, and unauthorized trailers or recreational vehicles are not permitted in Harbor Crest 400 Complex, unless special permission is given by the Board; they will be towed without notice at the Owner's expense.
18. The speed limit throughout the Harbor Crest Complex is 15 miles per hour.
19. Any vehicle parked in an unauthorized location may be removed without notice, at the Owner's expense.

- 20.. **Pool Hours:** The pool may be used from ^{7 AM} 8:00 A.M. to 10:00 P.M. daily.
21. **Pool Use:** The pool may be used by the following:
- a) Owners in residence, their immediate families and their guests; guests who live in the area must be accompanied by Owner and cannot use on a daily basis.
 - b) Lessees and guests who have been approved by the Board.
- All must shower before using the pool and after using suntan lotion.
Cover pool furniture to prevent suntan lotion from getting on the furniture.
22. Conventional swim wear must be worn by all persons using the pool.
- 23.. Persons under twelve (12) years of age must be supervised while using the pool. Diapers may not be worn in the pool; babies who are not toilet trained may not use the pool.
24. Boisterous conduct (loud noises, unsafe activities, water fights, running, rough housing, frisbees or ball throwing or pushing swimmers into the pool, etc.) and loud music that disturbs others are prohibited. No diving or jumping is allowed.
- 25.. Refreshments and food are permitted in the pool area (no cooking); glass containers are not permitted in the pool area. Each person is responsible for keeping the pool area clean.
26. Wheeled toys (bikes, tricycles, skates, etc.) rafts (inner tubes), surfboards and large inflated toys are not permitted in the pool area. Swim aids for safety are permitted.
27. Clothing or towels are not permitted on the fence.
28. Every residence of Harbor Crest 400 has the authority and responsibility to assist in the enforcement of these Rules and Regulations.

RECREATION FACILITIES:

29. Only individuals wearing dry clothes and footwear (no bathing suits allowed) may use the Recreation Hall.
30. When the Recreation Hall is unoccupied, turn the lights and the heat or air conditioning **OFF**.
31. Anyone desiring to make private use of the Recreation Hall must obtain the permission of the Board of Directors. Cleanup fees will be charged to the Home Owner if not acceptable.
32. Only persons eighteen (18) years of age and older may use the pool tables.
33. Guidelines for Fund Raising events/ See Attached.
34. Guidelines for Bingo Chairperson/Committee/ See Attached.

RULES AND REGULATIONS:

35. None of these rules shall be violated in any manner except with prior written consent of the Board of Directors. No Owner shall be allowed to rely upon any written exemption given another Owner by the Board of Directors. All Owners must obtain their own written statements. Amendments to these Rules and Regulations may be by majority vote of membership voting in person or by limited proxy with approval of the Board of Directors. Limited proxies and general proxies may be used to establish a quorum.

AMENDED AND
APPROVED 5/6/93

Fla Stat
That's Governors
on Assoc 720-303

ARTICLES OF INCORPORATION
OF
HARBOR CREST 400 PROPERTY OWNERS, INC.

We, the undersigned, hereby acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a corporation not for profit in accordance with the laws of the state of Florida, these Articles of Incorporation as by law provided.

ARTICLE I

NAME

The name of this corporation shall be HARBOR CREST 400 PROPERTY OWNERS, INC. and the principal office shall be in Pinellas County, Florida, at 13940 Anona Heights Drive #1, Largo, Florida 34644.

ARTICLE II

PURPOSE

The purposes for which this corporation is formed are as follows:

A. To form a "corporation for the purpose of representing in all capacities the property owners in the development known as HARBOR CREST 400 located at 13940 Anona Heights Drive, Largo, Florida". The real estate affected by these articles are those parcels described in an unrecorded plat of Harbor Crest 400, a copy of which is set out in Exhibit A, attached hereto.

B. To establish procedures for the operation of the property owned by the corporation and to promulgate and enforce rules and regulations relative to the use of such property.

C. To promote the beneficial use and enjoyment by its members of the property owned by the corporation.

D. To perpetuate the administration and enforcement of and to exercise all the powers and functions of management granted under the "Agreement of Declaration of Covenants, Restrictions, Limitation, Conditions, Charges and Uses covering real estate described therein" as recorded in O.R. 31097, Page 69, Public Records of Pinellas County, Florida, a copy of which is attached as Exhibit B.

E. To conduct any and all lawful business authorized under the laws of the State of Florida.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida Law, including the capacity to contract, bring suit and be sued.

ARTICLE III MEMBERSHIP

A. Only owners of parcels of real property in Harbor Crest 400 shall be eligible for membership. All real property owners of parcels in Harbor Crest 400 must become members and pay dues set forth in the By-Laws. Membership shall automatically terminate upon termination of ownership of real property in HARBOR CREST 400, or when a member is no longer current in payment of the dues to the corporation as set out in the By-Laws.

B. There shall not be more than one (1) voting member for each house. In the event a house or home is owned in more than one name, each name shall have a fraction of a whole vote the numerator of which fraction is one (1) and the denominator is the total number of names on the deed, title or document of title.

ARTICLE IV DURATION

This corporation shall be perpetual existence.

ARTICLE V INCORPORATORS

The names and residences of the subscribers of these Articles of Incorporation are as follows:

Frank Sullivan - #19 Harbor Crest, 13940 Anona Heights Drive,
Largo, Florida 34644

William Temple - #90 Harbor Crest, 13940 Anona Heights Drive,
Largo, Florida 34644

Clarence Hegg - #62 Harbor Crest, 13940 Anona Heights Drive,
Largo, Florida 34644

ARTICLE VI

DIRECTORS AND OFFICERS

Section 1. The affairs and property of this corporation shall be manager and governed by a Board of Directors composed of not less than five (5) nor more than nine (9) persons elected pursuant to the By-Laws of the corporation.

Section 2. The names of the officers who shall serve until the first election are as follows:

Name	Address
Frank Sullivan - President	#19 Harbor Crest 400 13940 Anona Heights Drive Largo, Florida 34644
William Jacobs - Vice President	#97 Harbor Crest 400 13940 Anona Heights Drive Largo, Florida 34644
Dorothy Metzger - Secretary	#89 Harbor Crest 400 13940 Anona Heights Drive Largo, Florida 34644
Ruth Burnham - Treasurer	#89 Harbor Crest 400 13940 Anona Heights Drive Largo, Florida 34644

Section 3. The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular meeting of members:

Name	Address
Frank Sullivan -	#19 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644
William Jacob -	#97 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644
Dorothy Metzger -	#89 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644
Ruth Burnham -	#89 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644
William Temple -	#90 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644

Victor Wuchte	#107 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644
Jennie Ballance	#4 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644
Clarence Hegg	#62 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644
Frances Madonna	#79 Harbor Crest 400, 13940 Anona Heights Drive, Largo, Florida 34644

ARTICLE VII

AMENDMENT TO ARTICLES

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by the Board of Directors or by any of the voting members in good standing. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by the member, and delivered to the President no less than thirty (30) days prior to the membership meeting at which such proposal is to be voted on. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time of the meeting at which such proposal will be voted upon, and such notice shall be given not less than twenty (20) days prior to the date set for such meeting, and it shall be given in the manner provided in the By-Laws. An affirmative vote of sixty (60%) percent of the qualified voting members of the corporation shall be required for passage of the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

Section 3. A copy of each amendment approved in the foregoing manner shall be certified by the Secretary of State and recorded in the Public Records of Pinellas County, Florida.

ARTICLE VIII

Every officer and director of the Association shall be indemnified by the Association against all expense and liabilities including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any

settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

STATE OF FLORIDA)

COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared FRANK SULLIVAN, WILLIAM TEMPLE, and CLARENCE HEGG to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation

WITNESS my hand and official seal this 29th
day of February, 1980.

Linda K. Lannin
Notary Public