

ARTICLES OF INCORPORATION
OF
GOLFSIDE HOMEOWNERS ASSOCIATION, INC.
a Florida corporation not for profit

The undersigned, acting as incorporators, hereby adopt these Articles of Incorporation of **GOLFSIDE HOMEOWNERS ASSOCIATION, INC.** and form a corporation not for profit in accordance with and organized under Chapter 617, Florida Statutes and the laws of the State of Florida.

ARTICLE 1
DEFINITIONS

For purposes of these Articles of Incorporation, the following terms shall have the following definitions and meanings, to wit:

1.1 "Articles" means these Articles of Incorporation of Golfside Homeowners Association, Inc., as amended from time to time.

1.2 "Assessment" means any assessment (including General Assessments, Special Assessments, and Specific Assessments) of any Owner of a Lot by the Association in accordance with Article 7 of the Declaration.

1.3 "Association" means the GOLFSIDE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, and its successors and assigns, and it shall include in the context of acts of the Association, the acts of its officers, directors, employees and agents and independent contractors under contract with the Association, when such are acting for and pursuant to the authority or directives of the Association.

1.4 "Board" or "Board of Directors" means the Board of Directors of the Association.

1.5 "By-Laws" means the By-Laws of the Association as amended from time to time.

1.6 "Common Expenses" means those costs, expenses and expenditures of the Association for the activities required or authorized to be performed by the Association.

1.7 "Common Property" means the Common Areas as described and defined in the Declaration.

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1.8 "Declarant" means Lansbrook Realty Associates, an Illinois general partnership.

1.9 "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Golfside at Lansbrook to be executed by Declarant and to be recorded in the Public Records of Pinellas County, Florida, together with all changes and amendments and supplements thereto and modifications thereof as are from time to time recorded among the Public Records of Pinellas County, Florida.

1.10 "Developer" means Lansbrook Development Corporation, a Florida corporation, or its successors and such assigns as may be expressly assigned rights as provided in Section 9.8 of the Declaration.

1.11 "Golfside" means the subdivision located on the Property and shown on the Plat (as defined in the Declaration).

1.12 "Lot" means each numbered, platted lot as established by the recorded Plat of Golfside.

1.13 "Master Association" means the Lansbrook Master Association, Inc., a Florida corporation not for profit, and its successors as Master Association under the Master Declaration.

1.14 "Master Declaration" means the Declaration of Covenants, Conditions, Restrictions, and Easements for Lansbrook Master Association, Inc., as recorded on July 17, 1988, in O.R. Book 6769, at Pages 799 through 882, inclusive, of the Public Records of Pinellas County, Florida, together with all amendments and supplements thereto from time to time.

1.15 "Member" shall have the meaning set forth in Article 5 of these Articles.

1.16 "Owner" means any person who from time to time holds record fee simple title to any Lot. If more than one person holds such title, all such persons are Owners, jointly and severally.

1.17 "Property" means and includes all lands and real property subject to the Declaration upon the recording thereof or at any time and from time to time thereafter made subject to the Declaration.

1.18 "Rules and Regulations" means any rules and regulations promulgated by the Board from time to time as permitted by the Declaration.

1.19 "Turnover" means the date on which the Class B Member converts to a Class A Member pursuant to Section 6.2.2 of these Articles of Incorporation.

1.20 "Unit" or "Dwelling" means a single-family residence constructed on a Lot.

1.21 Other Definitions. Other definitions contained in the Declaration are hereby specifically incorporated into these Articles by this reference and words used in these Articles without definition which are defined in the Declaration shall have the same meaning in these Articles as in the Declaration.

ARTICLE 2

NAME OF ASSOCIATION

The name of the Association shall be GOLFSIDE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 3

OBJECTS AND PURPOSES

The Association has been created and established for the objects and purposes of, and shall have exclusive jurisdiction over and the sole responsibility for, the ownership, leasing, administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property; the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in the Declaration; the payment of all Common Expenses and other expenses and expenditures as provided in the Declaration; the administration and enforcement of the covenants, conditions, restrictions, easements, reservations, terms and provisions of the Declaration (except to the extent, if any, that the administration and enforcement of any of same may be vested exclusively in the Developer or the Architectural Control Committee); and the promotion and advancement of the health, safety and general welfare of the Members of the Association; all as more particularly provided in the Declaration and in these Articles, the Bylaws and the Rules and Regulations of the Association, and all having to do with and being related to Golfside.

ARTICLE 4

DUTIES AND POWERS

4.1 Duties and Powers, Generally. Except as may be limited by these Articles, the Association shall have all duties, powers, rights and privileges as are, respectively, imposed and conferred upon corporations not for profit pursuant to the provisions of Chapter 617 Florida

Statutes, and shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to the Declaration, these Articles or the Bylaws, including, without limitation, such duties and powers as may be reasonably implied from, necessary for and incidental to the accomplishment of the objects and purposes for which the Association has been created and established.

4.2 Duties of the Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and those specified in the Declaration and the Bylaws, have the following specific duties, responsibilities and obligations, to wit:

4.2.1 Ownership, Leasing and Management of Common Property. Upon conveyance and delivery by Declarant, Developer or others, to own or lease, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve and protect all Common Property, whether real, personal or mixed.

4.2.2 Payment of Common Expenses. To pay all Common Expenses incurred by the Association in performing and carrying out its duties, responsibilities and obligations and exercising its rights, all as described in the Declaration and in these Articles and the By-Laws of the Association and any Rules and Regulations promulgated by the Association from time to time, including, without limitation, (i) all expenses incurred in connection with the enforcement of any and all of the covenants, conditions, restrictions, easements, reservations, assessments, terms and provisions of the Declaration, these Articles, and the By-Laws and Rules and Regulations of the Association or in evaluating and amending any of same; (ii) all expenses incurred in the administration of the business and affairs of the Association; (iii) all expenses associated with the ownership or leasing, management, administration, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of all Common Property; and (iv) all other expenses arising from activities of the Association required or authorized by the Declaration, these Articles, the By-Laws or Rules and Regulations of the Association, and any amendments properly made to any of same.

4.2.3 Levy and Collection of Assessments. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses as provided in the foregoing subsection, including, without limitation, to establish and maintain any and all reserves and sinking funds that may be necessary or appropriate to provide the funds for necessary or appropriate capital expenditures, such as, for example, and not by way of limitation, the maintenance, repair, restoration or replacement of common streets and roads, parks, lighting and other Common Property, or that may be required by any governmental authority or regulation.

4.2.4 Other Services. To provide and perform such other services and tasks, the responsibility for which has been expressly or impliedly delegated to the Association pursuant to the Declaration.

4.2.5 Insurance. To provide adequate insurance protection on and for the Common Property and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the Association itself and on and for its Members, officers and directors, as well as for the members of the Architectural Control Committee established pursuant to the Declaration.

4.2.6 Preserve and Enhance Beauty of Golfside. To preserve, protect, maintain and enhance the appearance and natural beauty of the Common Property, and Golfside generally and to enforce the Declaration and the Rules and Regulations for this purpose with respect to the Lots and with respect to the behavior of Owners, their families, agents, employees, contractors and invitees as it may affect Golfside or the use, occupancy or enjoyment by other Members of their Lots, Dwellings or the Common Property.

4.2.7 Promotion of Health, Safety and Welfare. To advance, promote, enhance and protect the health, safety and general welfare of the Members and residents of Golfside to the extent that the enforcement of the covenants, conditions, restrictions, easements, reservations, Assessments, terms and provisions of the Declaration may affect same; provided, however, that the Association shall have no right, power or authority and is hereby prohibited from engaging in any political activity or any other activity whereby its status as a corporation not for profit or its exemption from federal or state income taxation, if any, shall be forfeited or jeopardized.

4.2.8 Enforcement of Declaration. To assure compliance with and adherence to and otherwise to enforce the covenants, conditions, restrictions, easements, reservations, Assessments, terms and provisions of the Declaration. To make, establish, publish and enforce such reasonable Rules and Regulations for the protection and governing of the use of the Common Property, as the Board of Directors of the Association deems to be in the best interest of the Association and its Members; provided, however, that such Rules and Regulations do not conflict with any provision of the Declaration.

4.2.9 Adopt Rules and Regulations. To adopt, publish and enforce Rules and Regulations governing the operation, use, maintenance, management and control of the Common Property and the facilities incident thereto and the personal conduct of the Owners and their guests thereon.

4.2.10 Operate Without Profit. To operate without profit for the sole and exclusive benefit of its Members and Golfside generally.

4.2.11 Other Activities. To engage in any and all other activities permitted to a corporation not for profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objectives and purposes for which the Association is created, established and maintained.

4.3 Powers of Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in the Declaration and any powers that may be granted to it in the Bylaws, have the following specific powers, to wit:

4.3.1 Own, Lease and Deal With Common Property. Except as may be limited by the covenants, conditions, restrictions, easements, reservations, terms and provisions of the Declaration to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or upon its acquisition by the Association shall thereupon become, Common Property. Without limiting the generality of this Section 4.3.1, the Association shall have the power to operate and maintain the Surface Water Management System (as defined in the Declaration) as permitted by the Southwest Florida Water Management District.

4.3.2 Levy and Collect Assessments. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in the Declaration in accordance with the terms and provisions of the Declaration, these Articles and such Bylaws as may be adopted by the Association from time to time.

4.3.3 Establish Reserves. To create, establish, maintain and administer such reserve funds or accounts, and to make expenditures therefrom, as shall, in the discretion of the Board of Directors, be reasonably necessary or appropriate to provide and assure the availability of the funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all common streets and roads, and all other Common Property and for such other purposes as its Board of Directors, in its reasonable discretion, shall deem necessary or appropriate.

4.3.4 Sue and Be Sued. To sue and be sued, to prosecute to completion or settle any suits or other action to obtain or enforce its rights hereunder and to defend to completion or settle any suits or other action brought against it.

4.3.5 Employ and Contract. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required or appropriate, in the reasonable judgment of the Board of Directors, in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Declaration and these Articles; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time on not more than thirty (30) days written notice by the Association and (ii) without cause at any time after one (1) year on not more than sixty (60) days written notice by either party, and, provided, further, that any such contracts shall otherwise be subject to the provisions of Section 4.4 of these Articles.

4.3.6 Provide Insurance. To provide and contract for insurance protection on and for the Association and the Common Property and, consistent with their respective duties, responsibilities and liabilities on and for the officers and directors of the Association as well as on and for the members of the Architectural Control Committee established pursuant to the Declaration and, if appropriate, the Members of the Association.

4.3.7 Provide Public or Quasi-Public Services. To itself provide equipment, facilities and personnel for, or to contract with an independent contractor or independent contractors, for such public or quasi-public services as provided in the Declaration or as may be deemed by the Board of Directors to be reasonably necessary, appropriate or desirable for the common health, safety and general welfare of the residents of Golfside including, without limitation, internal protection services, garbage and trash pickup and disposal services, landscape services, and street-lighting services.

4.3.8 Enforce Declaration. To take such steps as may be necessary to enforce the provisions of the Declaration, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce the provisions of the Declaration, including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Declaration.

4.3.9 Establish and Enforce Rules and Regulations. To make, establish, promulgate and publish, and to enforce such Rules and Regulations for the protection and governing the use of the Common Property as the Board of Directors deems to be in the best interest of the Association and its Members.

4.3.10 Other Activities. To engage in any and all other activities permitted to be engaged in by a corporation not for profit under the laws of the State of Florida as may be necessary or appropriate for the fulfillment of the duties, responsibilities

ties, and obligations of the Association and for the achievement of the objects and purposes for which the Association has been created, formed and established.

4.4 Limitations on Powers. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in these Articles, in the Declaration, or in such Bylaws of the Association as may be adopted from time to time, and without limiting the generality of any of same, the Association shall be prohibited from taking any of the following actions without the prior approval of a majority of the votes present, in person or by proxy, at a meeting of the Association at which a quorum is present, to wit:

4.4.1 Contracts for a Term in Excess of One Year. Except for contracts for common lighting systems, security and cable or community antenna television services, the entry into any employment contracts or other contracts for the delivery of services or materials to the Association having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy provides for and permits short rate cancellation by the insured.

4.4.2 Pledge of Assessment Rights. The borrowing of any funds secured by a pledge, assignment or encumbrance of the right and duty of the Association to exercise its power to establish, make, levy, impose, enforce and collect any Assessments for which provision is made in the Declaration whereby as a result of such pledge, assignment or encumbrance such right and power of Assessment may be exercised by a party other than the Association or whereby the Association shall become obligated to establish, levy, enforce and collect any Assessment or Assessments in a particular amount or within a particular time so as to effectively divest from the Association and its Board of Directors the right, duty and discretion to establish, make, levy, impose, enforce and collect Assessments in such amounts and within such time periods as the Board of Directors of the Association, in its discretion, shall deem necessary and reasonable.

4.4.3 Sale or Transfer of Real Property. The sale, transfer or other disposition, whether or not for consideration, of any real property owned or leased by the Association as Common Property; provided, further however, in no event shall the Association be entitled or empowered to sell, convey or transfer any real property constituting Common Property transferred and conveyed by the Developer to the Association without first receiving the prior written consent of the Developer.

4.4.4 Payment of Compensation to Officers or Directors. The payment to the elected directors of the Association or to officers of the Association for services performed in the conduct of their duties as such directors or officers; provided, however, that nothing herein contained shall preclude the Association from reimbursing any such elected director or officer for reasonable expenses incurred in the conduct of the business

and affairs of the Association; and provided, further, that nothing herein contained shall preclude the employment by the Association and payment by it of compensation to a manager or executive director of the Association who shall not be an elected director or officer of the Association.

ARTICLE 5

MEMBERSHIP

5.1 Member. Every person, group or entity who is the Owner of record of a fee interest in any one or more Lots subject to the Declaration shall become a Member of the Association, subject to and bound by the Declaration, the Association's Articles of Incorporation, Bylaws, resolutions, Rules and Regulations and all lawful actions taken in accordance therewith by the Association. Ownership of a Lot subject to the Declaration shall be the sole qualification for membership in the Association. Membership shall become effective upon the recording of the instrument of conveyance to the Lot in favor of the Owner. The foregoing notwithstanding, membership shall not run to persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. When any Lot is owned of record in joint tenancy or tenancy in common or by some other multiple ownership or legal entity, voting rights shall be determined as provided in Section 6.4 and the Declaration. Membership shall be appurtenant to and may not be separated from a Lot. Transfer of ownership of any Lot shall automatically transfer membership in the Association, and the new Owner shall automatically be a Member.

5.2 Default. During any period in which a Member shall be in default in the payment of any Assessment levied by the Association, the voting rights and right to the use of any recreational Common Property and services which the Association may provide may be suspended by the Board of Directors without a hearing or proceeding of any kind until such Assessment is paid. In the event of violation by a Member of any covenant, condition, restriction, easement, reservation, term or provision of the Declaration or of these Articles, the Bylaws or Rules and Regulations established by the Board of Directors, such Member's voting and his or any family member's, guest's or tenant's rights to use of the recreational Common Property and any services provided by the Association may be suspended by the Board of Directors for a period not to exceed the period of any such violation plus sixty (60) days after a hearing. Such hearing shall be held by the Board of Directors (or a committee thereof) after giving such Member ten (10) days prior written notice by registered or certified mail certifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board of Directors (or a committee thereof), and such action shall thereby be conclusive. Notwithstanding any provision herein, however, no notice or hearing shall be required as a condition precedent to suspension of use of recreational Common Property due to certain violations specified in the Declaration. The

foregoing procedures and remedies shall be amplified and further described, and additional remedies shall be set forth, in the Bylaws.

5.3 Members' Rights. The rights of every Member of the Association shall be subject to and governed by the terms and provisions not only of the Declaration and these Articles, but, in addition, shall at all times be subject to the terms and provisions of the Bylaws and Rules and Regulations of the Association.

ARTICLE 6

VOTING RIGHTS

6.1 Vesting of Voting Rights. An Owner's right to vote shall vest immediately upon such Owner becoming the Owner of record of a Lot. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration, these Articles, the Bylaws and the Rules and Regulations of the Association.

6.2 Classes of Membership Voting Rights. The Association shall have two (2) classes of membership voting rights, Class A Members and the Class B Member.

6.2.1 Class A. Subject to the provisions of Section 6.2.2 hereinafter with respect to Developer, every Member shall be a Class A Member, and, subject to the provisions of Section 5.1 hereinabove, every Member shall be entitled to one vote for each Lot owned.

6.2.2 Class B. The sole Class B Member shall be Developer and, notwithstanding any other provision herein contained, the Class B Member, for so long as there shall be a Class B Member, shall be entitled to elect the Board of Directors. The existence of Class B membership shall cease and the Class B Member shall be converted to a Class A Member with respect to each Lot owned by Developer or Declarant upon the happening of any of the following, whichever occurs first: (i) the Declarant conveys, other than to the Developer or to a successor developer, all of its right, title, and interest in and to all the Lots in the Property (for purposes of this subsection 6.2.2.(i), a Lot shall be considered conveyed when the deed is duly recorded); or (ii) the Declarant records a disclaimer of its respective Class B membership in the Public Records of Pinellas County, Florida.

6.3 Voting Rights Appurtenant to Ownership of Lots. The voting rights of the membership shall be appurtenant to the ownership of the Lots. Each Lot shall entitle the Owner or Owners of said Lot to one vote, as provided in Article 5 of the Declaration.

6.4 Voting Rights When Lot Owned by More Than One Person. When two or more persons hold a fee interest in any Lot, all such persons shall be Members, however, the vote for such Lot shall be exercised by only one of such persons as proxy and nominee for all persons holding an interest in such Lot and in no event shall more than one vote be cast with respect to any Lot. Such vote may also be exercised as the Co-Owners of the Lot determine among themselves; but no split vote shall be permitted. Prior to any meeting at which a vote is to be taken, each Co-Owner must file the name of the voting Co-Owner with the secretary of the Association to be entitled to vote at such meeting, unless such Co-Owner has filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

6.5 Loss of Voting Rights. Any Member who is delinquent in the payment of any Assessment or charge duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors may impose, have been paid. The Board of Directors may suspend the voting rights of any Member who is in violation of any of the covenants, conditions, restrictions, easements, reservations, terms or provisions of the Declaration or of the Bylaws or Rules and Regulations of the Association, for periods not to exceed the period of such violation plus sixty (60) days.

6.6 Method of Voting. Voting on all matters except the election of Directors shall be by voice vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Directors shall be elected by written ballot. Members may vote by proxy. Where Directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail. The Board of Directors may conduct a membership referendum on any specific matter by mail with only a majority of those Members responding to the mail referendum being necessary to authorize a specific act or omission; provided, however, that such mail referendum shall have been mailed, at least thirty (30) days but not more than forty-five (45) days prior to the final response date, by certified mail, return receipt requested, to each Member at the address last specified by such Member to the Association.

6.7 Management. Subject to the rights of the Declarant set forth in Section 7.7 of the Declaration, the Association shall be managed by the Board of Directors of the Association, and except as expressly provided to the contrary in the Declaration, these Articles or the Bylaws of the Association, all issues before the Association may be decided by the Board of Directors. The Board of Directors shall have the power to adopt reasonable Rules and Regulations governing Golfside, provided such Rules and Regulations are uniformly applicable and adopted in good faith. Initially, the Board of Directors shall be elected by Developer as the sole Class B Member. However, upon Turnover, the Board of Directors shall thereafter be elected by majority vote of the Members, who then shall be all Class A Members.

6.8 Annual Meeting. The annual meeting of the Association shall be held in November of each year, unless otherwise specified in writing by notice to the Members by the Board of Directors or unless changed in the Bylaws or an amendment to the Bylaws adopted from time to time by the Board of Directors and distributed to the Members. The place, date and time of the annual meeting shall be set by the Board of Directors.

6.9 Special Meetings. Special Meetings of the Association may be called from time to time as provided in the Bylaws of the Association.

6.10 Quorum. Except as otherwise provided in the Declaration, any number of Members present in person or by proxy at an annual meeting or a properly called special meeting of the Association shall constitute a quorum. Except as otherwise provided in the Declaration, the provisions for a quorum for meetings of the Board of Directors and other procedural requirements for action by the Board of Directors shall be as provided in these Articles and the Bylaws of the Association.

6.11 Certain Rights of Developer. So long as the Declarant or the Developer owns any real property included in Golfside, the Association, without the prior written consent of the Declarant or the Developer, shall have no authority to, and shall not, undertake any action which shall:

6.11.1 prohibit or restrict in any manner the Golfside sales and marketing program or development of the Developer or the sales and marketing program or home building program (except as provided in the Declaration) of any builder owning Lots or other real property in Golfside;

6.11.2 decrease the level of maintenance services of the Association as established by the initial Board of Directors of the Association;

6.11.3 make any special or individual Assessment against, or impose any fine upon, Developer or Declarant or any property owned by either of them;

6.11.4 change the membership of the Architectural Control Committee, diminish its powers as stated herein or change the design criteria and restrictions provided in the Declaration;

6.11.5 alter or amend the Declaration, any supplemental declaration or additional declaration or these Articles, or the Bylaws or Rules and Regulations of the Association or any amendment to any of the above;

6.11.6 terminate or cancel any contracts of the Association entered into by the initial Board of Directors;

- 6.11.7 terminate or waive any rights of the Association;
- 6.11.8 convey, lease, mortgage, alienate, or pledge any easements, or Common Property;
- 6.11.9 terminate or cancel any easements or Assessments provided in the Declaration;
- 6.11.10 terminate or impair any easements, powers or rights of the Declarant or the Developer hereunder;
- 6.11.11 restrict Declarant's or Developer's rights of use, access and enjoyment as provided in the Declaration; or
- 6.11.12 cause the Association to default on any of its obligations under any contract, these Articles or the Declaration.

ARTICLE 7

BOARD OF DIRECTORS

7.1 **Purpose.** The property, business and affairs of the Association shall be managed and governed by a Board of Directors.

7.2 **Number.** The number of directors on the Board of Directors from time to time shall never be less than three (3) nor more than nine (9). The number of directors shall be determined from time to time by the Board of Directors, but shall always be an odd number. The number of directors may be increased or decreased by the Board of Directors from time to time as provided in the Bylaws of the Association, but shall never be less than three (3). In the absence of a determination by the Board of Directors of the number of directors on the Board from time to time, there shall be three (3) directors.

7.3 **Qualification.** Directors need not be Members of the Association.

7.4 **Term of Office of Directors.** The directors shall serve for terms of three (3) years, except initially after Turnover in order to stagger the terms, some directors will serve for one (1) year, others for two (2) years and still others for three (3) years. Whenever the number of directors is increased or decreased, the terms of additional directors will be established so as to maintain as balanced staggering of terms as possible and the terms of existing directors will be adjusted if necessary to the same end. The foregoing notwithstanding, the term of each director shall extend until (i) his or her successor is duly elected and qualified or (ii) such

director resigns as a director by written notice of resignation to the President of the Association, or (iii) he or she is removed in the manner hereinafter provided, whichever event occurs first.

7.5 Election of Directors. Until Turnover, the Developer, as Class B Member, shall have the sole right to elect the Board of Directors. Upon Turnover, the directors or the Board of Directors shall thereafter be elected by a plurality of the votes cast by written ballot of the Class A Members present in person or by proxy at an annual meeting of the Members, or a special meeting of the Members called for that purpose. After Turnover, directors shall be elected by written ballot (as provided in Section 6.6 hereof) at the annual meeting (unless written ballot is waived by unanimous consent of the Members attending) and by a plurality of the votes cast at, or presented to, the meeting of the Association. Unless suspended from voting privileges in accordance with the provisions of the Declaration or these Articles, each Member (after turnover, the Class A Members and, until Turnover, the Class B Member only) shall be entitled to vote in any election of directors as provided in Section 6.6 hereof. Each Member, unless suspended as hereinabove provided, shall be entitled to vote for as many nominees as there are vacancies to be filled, but as provided in the Bylaws, there shall be no cumulative or double voting.

7.6 Initial Board of Directors. The Board of Directors shall initially consist of three (3) directors. The names and addresses of the members of the initial Board of Directors who shall hold office and serve until their successors are elected or appointed or until they are removed in accordance with these Articles and the Bylaws of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David J. Evans	4605 Village Center Drive Palm Harbor, Florida 34685
Frederick J. Bennett	4605 Village Center Drive Palm Harbor, Florida 34685
Robert M. Friend	4605 Village Center Drive Palm Harbor, Florida 34685

7.7 Duties and Powers. All of the duties and powers of the Association existing under and pursuant to Chapter 617 Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, subject to approval by the Members of the Association only when specifically and expressly required by the foregoing.

7.8 Removal. Directors may be removed and vacancies on or in the Board of Directors shall be filled in the manner provided in the Bylaws.

7.9 Federal Income Tax Election. The Board of Directors of the Association shall have the power and authority to cause the Association to make the annual election with respect to the Association's federal income tax treatment under Section 528 of the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE 8

OFFICERS

8.1 Officers, Generally. The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The offices of Vice President, Secretary and Treasurer or any other offices may be combined from time to time by the Board of Directors in its discretion, except that the office of President shall not be combined with any other office.

8.2 Election. Except as hereinafter provided with respect to the initial officers of the Association, the officers of the Association shall be elected by the directors of the Association from among themselves at a meeting of the directors held immediately following the termination of the annual meeting of members at which the directors are elected.

8.3 Term. All officers of the Association shall hold office for a term of one (1) year or until their successors are elected, but may be removed from office by the Board of Directors, with or without cause, at any time.

8.4 Duties of Officers. The duties of the officers shall be as set forth in the Bylaws of the Association.

8.5 Initial Officers. The names, titles and addresses of the initial officers of the Association who shall hold office and serve until their successors elected are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	David J. Evans	4605 Village Center Drive Palm Harbor, Florida 34685
Vice President/ Treasurer	Frederick J. Bennett	4605 Village Center Drive Palm Harbor, Florida 34685
Secretary	Robert M. Friend	4605 Village Center Drive Palm Harbor, Florida 34685

8.6 Vacancy Before First Meeting. In the event of a vacancy in any office of the Association prior to the first annual meeting of the Members of the Association, such vacancy shall be filled by an individual appointed by the Developer.

ARTICLE 9

TRANSACTIONS IN WHICH OFFICERS

OR DIRECTORS ARE INTERESTED

9.1 Validity of Contracts. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association or entity in which one or more of its directors are directors or officers or are financially interested (including, without limitation, the Developer and any affiliate of the Developer) shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because of his or their votes are counted for such purpose, if: (i) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purposes without counting the votes or consents of such interested directors; (ii) the fact of such relationship or interest is disclosed or known to the Members entitled to vote on such contract or transaction (if any) and they authorize, approve or ratify such contract or transaction by vote or written consent; or (iii) the contract or transaction is fair and reasonable as to the Association at the time it is authorized by the Board of Directors, a committee, or the Members.

9.2 Interested Directors Counted in Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies a contract or transaction of the type referred to in Section 9.1 of these Articles.

9.3 Duty to Disclose. Notwithstanding the foregoing, any officer or director of the Association shall have a duty to disclose to the Board of Directors of the Association that such officer or director is also an officer or director of or otherwise has a financial interest, direct or indirect, in any individual or business organization or entity (other than the Developer) with which the Association proposes to contract or otherwise transact business. Such disclosure shall be reflected in the minutes of the meeting at which any vote is taken on a proposed contract or business transaction with any individual or business organization or entity in which an officer or director of the Association has any interest.

ARTICLE 10

INDEMNIFICATION AND RELEASE OF

OFFICERS AND DIRECTORS

10.1 Indemnification and Advancement. The Association shall indemnify any current or former officer or director of the Association to the fullest extent required by applicable law. In addition, the Association shall indemnify any current or former officer or director of the Association, both as to his official capacity and as to action in another capacity while holding such office, to the fullest extent allowed by applicable law. To the extent allowed by applicable law, such indemnification shall include all liabilities and expenses, including, without limitation, reasonable attorneys' fees and costs (including without limitation, fees and costs of paralegals, experts, accountants, investigators and word processors, including, without limitation, those incurred at the trial court level, at appellate court levels, in bankruptcy court, in arbitration proceedings and at settlement).

10.2 Advancements. To the fullest extent allowed and in the manner provided for by applicable law, the Association shall pay the expenses incurred by an officer or director in defending a criminal or civil proceeding in advance of the final disposition of such proceeding. Such advance payment of expenses shall be made by the Association on the earliest date that the minimum legal requirements for such advance payment have been met.

10.3 Rights of Indemnification and Advancement Cumulative, Not Exclusive. The rights of indemnification and advancement provided in this Article 10 shall be in addition to and not exclusive of and shall not be deemed to limit, in any way: (i) the powers of the Association to advance expenses or to indemnify any officer or director; (ii) the right of any officer or director to be indemnified by or seek advance payment of expenses from the Association by or under the common law or statutory laws of the State of Florida, the Declaration, the By-laws, or through application to the circuit court, or otherwise; or (iii) the power of the circuit court or any court to order the Association to advance payment of expenses or to indemnify an officer or director.

10.4 Release of Offices and Directors. The resignation or expiration of the term of office of, or the removal or replacement of, a director who has been elected or designated by the Developer, including those directors initially designated in these Articles, and the resignation or expiration of the term of office of or the removal or replacement of an officer of the Association who has been appointed by the initial Board of Directors, including those officers initially designated in these Articles, shall remise, release, acquit, satisfy and forever discharge such director or officer of and from all manner of action and actions, cause and causes of actions, suits, debts, covenants, contracts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or any of its Members, other than

Developer hereafter can, shall or may have against any such director or officer of the Association for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such director's or officer's resignation, removal or replacement or the expiration of such director's or officer's term of office, excepting only actions, suits, damages, claims and demands arising out of a director's fraud or willful misconduct.

ARTICLE 11

BYLAWS AND CONFLICTS

The initial Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Declaration and in the Bylaws. No amendment to the Bylaws shall change the rights and privileges of the Declarant or the Developer without their approval. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control, and in the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall control.

ARTICLE 12

AMENDMENTS

12.1 Amendments, Generally. Subject to the provisions of Article 5 of the Declaration, these Articles may only be changed, amended, modified or rescinded in the following manner:

12.1.1 Resolution of Board of Directors. The Board of Directors shall initially propose any amendments to these Articles. Any such proposal shall be by resolution duly adopted by the Board of Directors setting forth the specific terms and provisions of the proposed amendment and directing that the proposed amendment be submitted to a vote of the Members of the Association at the next annual meeting or at a special meeting of the members of the Association duly called for such purpose.

12.1.2 Notice of Meeting. Written notice setting forth the date and time of the meeting at which the proposed amendment is to be voted upon and also setting forth the specific terms and provisions of proposed amendment, or a summary of the changes to be effected by the proposed amendment, shall be given in accordance with the provisions of the Bylaws to each Member of the Association entitled to vote thereon. Such meeting may not occur less than thirty (30) days nor more than forty-five (45) days from the date of the giving of the notice of the meeting at which the proposed amendment is to be considered and voted upon.

12.1.3 Vote of Members. A vote of the Members of the Association entitled to vote thereon, shall be taken on the proposed amendment at the meeting of which notice has been given as provided in Section 12.1.2 above. The proposed amendment shall be adopted upon receiving the affirmative vote of two-thirds (2/3) of the votes of the Members of the Association cast at such meeting, whether in person or by proxy. Any number of amendments may be proposed by the Board of Directors and voted upon by the Members of the Association at any one meeting.

12.2 Written Consent. Notwithstanding anything to the contrary set forth in this Article 12, if a majority of the directors and such number of the Members of the Association as are eligible to vote cast two-thirds (2/3) of the total eligible voting power of the Association (including, in the aggregate, the Class A Members and, until Turnover, the Class B Member) sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though the requirements of Section 12.1 of these Articles had been satisfied.

12.3 Articles of Amendment. Upon the approval of an amendment to these Articles in accordance with the provisions of this Article 12, the officers of the Association shall cause amended Articles of Amendment to be executed and delivered to the Office of the Secretary of State of the State of Florida as provided by law.

12.4 Limitations on Amendments. Notwithstanding anything to the contrary set forth in the Declaration, these Articles or the Bylaws of the Association, these Articles may not be changed, amended, modified or rescinded in any fashion or respect which would result in any change, amendment, modification, diminution or elimination of or otherwise affect the rights, privileges of or benefits accruing hereunder to the Developer or the Declarant without first receiving the prior written consent and approval of the Class B Member.

ARTICLE 13

DURATION AND DISSOLUTION

13.1 Duration. The Association shall have perpetual existence, unless dissolved in accordance with the provisions of Chapter 617 Florida Statutes and as otherwise set forth in this Article 13.

13.2 Dissolution. Upon dissolution of the Association, the property and assets of the Association remaining after payment of all creditors of the Association and the costs and expenses associated with such dissolution shall be distributed to any other corporation not for profit which is created and established for purposes similar to the Association or to the County of Pinellas or any other public agency for similar purposes, subject, however, to their acceptance

and their ordinances, rules and orders. In the event that, upon dissolution, another corporation not for profit shall not be created and established as hereinabove provided in this Section 13.2, or in the event that the County of Pinellas or any other public agency shall refuse to accept a proposed distribution to it of the property and assets of the Association, any Member of the Association or any other interested party shall be entitled to petition the Circuit Court of the Judicial Circuit in and for Pinellas County, Florida for the establishment of a trust or the creation of a corporation not for profit or other legal entity for purposes similar to that of this Association. Any Common Property so distributed upon dissolution of the Association, as aforesaid, shall continue to be subject to and encumbered by the terms and provisions of the Declaration and such other limitations as may have been imposed upon such Common Property in the instrument by which title thereto was originally conveyed by the Developer to the Association. Notwithstanding the foregoing, upon dissolution of the Association, the Surface Water Management System shall be conveyed to the appropriate County Agency, and if such conveyance is not accepted, then the Surface Water Management System shall be distributed in accordance with this Article along with the other property and assets of the Association.

ARTICLE 14

NON-PROFIT STATUS

No part of the net earnings of the Association shall inure to the benefit of any of its Members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its Members, or distribute any gains, profits, or dividends to any of its Members, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its Members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

ARTICLE 15

INCORPORATORS

The names and addresses of the incorporators signing these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
David J. Evans	4605 Village Center Drive Palm Harbor, Florida 34685

Frederick J. Bennett

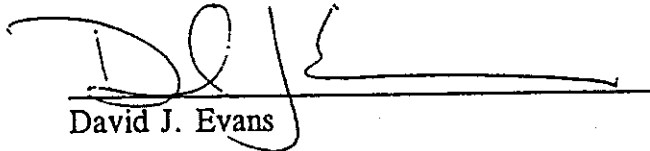
4605 Village Center Drive
Palm Harbor, Florida 34685

Robert M. Friend

4605 Village Center Drive
Palm Harbor, Florida 34685ARTICLE 16REGISTERED AND PRINCIPAL OFFICE, MAILING ADDRESS AND AGENT

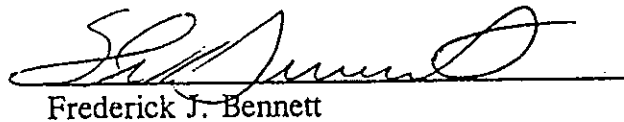
The street and mailing address of the initial registered and principal office of the Association and the mailing address of the Association is 4605 Village Center Drive, Palm Harbor, Florida 34685, and the initial registered agent of the Association at that address shall be Frederick J. Bennett, subject at all times to the right of the Association to change either or both the registered office and the registered agent of the Association in the manner provided by the laws of the State of Florida from time to time.

IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation of Golfside Homeowners Association, Inc. as of the 29th day of June, 1995.



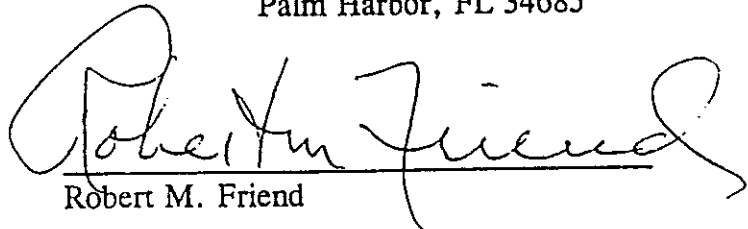
David J. Evans

Address: 4605 Village Center Drive
Palm Harbor, FL 34685



Frederick J. Bennett

Address: 4605 Village Center Drive
Palm Harbor, FL 34685

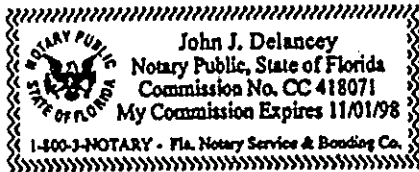


Robert M. Friend

Address: 4605 Village Center Drive
Palm Harbor, FL 34685

STATE OF FLORIDA)
COUNTY OF Pinellas) ss.

The foregoing instrument was acknowledged before me this 29th day of June, 1995,
by David J. Evans. He is personally known to me or has produced _____ as
identification.



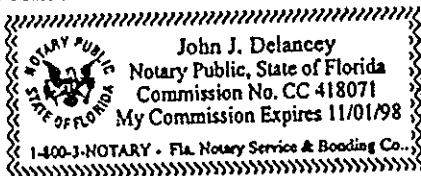
(Notarial Seal)

John J. Delancey
Notary Public
State of Florida at Large
Printed Name: John J. Delancey
My Commission Expires:

11/1/98

STATE OF FLORIDA)
COUNTY OF Pinellas) ss.

The foregoing instrument was acknowledged before me this 29th day of June, 1995,
by Frederick J. Bennett. He is personally known to me or has produced _____ as
identification.



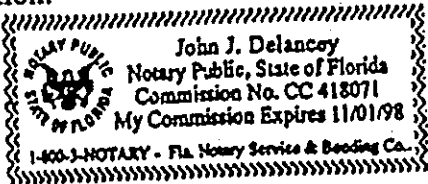
(Notarial Seal)

John J. Delancey
Notary Public
State of Florida at Large
Printed Name: John J. Delancey
My Commission Expires:

11/1/98

STATE OF FLORIDA)
COUNTY OF Pinellas) ss.

The foregoing instrument was acknowledged before me this 29th day of June, 1995,
by Robert M. Friend. He is personally known to me or has produced _____ as
identification.



(Notarial Seal)

John J. Delancey
Notary Public
State of Florida at Large
Printed Name: John J. Delancey
My Commission Expires:
11/1/98

ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent and designated to accept service of process for the above-stated Association, at the place designated herein, I hereby agree to act in this capacity. I am familiar with and accept my obligations as Registered Agent and agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


Frederick J. BennettDated: 6/29/95Address: 4605 Village Center Drive
Palm Harbor, FL 34685