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ASSOCIATION LAWYERS

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October 1, 2026

**VIA U.S. MAIL OR
HAND DELIVERY**

To the Owners Within
Golfside

**Re: Revitalization of Declaration
Golfside Homeowners Association, Inc.**

Dear Owners:

Our firm represents Golfside Homeowners Association, Inc., your Homeowners Association for all of the community known as Golfside.

It has been determined that the Declaration for Golfside needs to be revived or revitalized to avoid the effects of the Marketable Record Title Act ("MRTA") which *may* serve to extinguish the restrictions with respect to a given lot or lots within the overall community. MRTA ultimately has the potential effect of extinguishing deed restrictions that have been of record in excess of thirty years where there is not a document of record to keep a particular lot bound by restrictions. There is a statutory procedure for revitalizing restrictions and other governing documents that have ceased to govern one or more lots as a result of MRTA and the Association is proceeding with this statutory procedure and needs your vote to ensure the continuing viability of the governing documents.

This letter is to serve as notice of the Association's intent to seek owner approval for revitalization of the governing documents (copies of which are enclosed) at a membership meeting to be held on **October 28, 2026 at 4:30 pm at 4110 Grandchamp Cir., Palm Harbor, FL 34685 and virtually through Microsoft Teams (See Notice of Meeting for Meeting Information)**. The documents will be re-recorded in the public record after the revitalization process is complete and same has been approved by the Department of Economic Opportunity in accordance with Florida Statutes.

Pursuant to statute, an organizing committee has been established to oversee the revitalization of the governing documents and the names, addresses, and telephone numbers of the owners making up the organizing committee are as follows:

Garrett Lenz
4110 Grandchamp Cir.
Palm Harbor, FL 34685
920-850-5952

Robert Anderson
4172 Grandchamp Cir.
Palm Harbor, FL 34685
631-416-1390

Doug Templeton
4146 Grandchamp Cir.
Palm Harbor, FL 34685
727-580-2598

Enclosed please find the following documents:

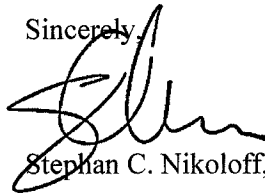
1. Notice of Meeting;

2. Limited Proxy;
3. Declaration recorded at O.R. Book 9035, Page 1263 et seq.
4. Articles of Incorporation filed with the Department of State on July 7, 1995.
5. By-Laws.
6. A copy of the plat reflecting the various Lots within Golfside as these were the Lots made subject to the Deed Restrictions and a list of owners and legal descriptions for the Lots that will continue to be subject to the Deed Restrictions upon same being revitalized.

It is requested that you complete the enclosed limited proxy and return same to Golfside Homeowners Association, Inc., c/o Greenberg Nikoloff, P.A., 1964 Bayshore Blvd. Ste. A, Dunedin, FL 34698, prior to the date of the meeting or, in the alternative, that you attend the meeting. **Voting YES in favor of revitalization will ensure that the Association continues to function and operate just as it always has and that the restrictions remain applicable to each and every lot within the Golfside community.**

If you have any questions regarding the enclosed documents or the revitalization effort, please contact the organizing committee.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Nikoloff', written over the word 'Sincerely,'.

Stephan C. Nikoloff, Esq.

**NOTICE OF MEETING OF MEMBERS
OF
GOLFSIDE HOMEOWNERS ASSOCIATION, INC.
AND
LOT OWNERS WITHIN GOLFSIDE**

A meeting of the members of the Association/Lot Owners will take place at the time and place indicated below for the sole purposes of voting on revitalization of the governing documents, specifically, to revive the Declaration originally recorded at O.R. Book 9035, Page 2363 et seq., of the public records of Pinellas County, Florida, and all amendments thereto, in accordance with Chapter 712 and Chapter 720, Florida Statutes:

Meeting Date: October 28, 2026

Meeting Time: 4:30 pm

Meeting Location: 4110 Grandchamp Cir., Palm Harbor, FL 34685 and virtually through Microsoft Teams

Microsoft Teams Meeting Information:

Join: <https://teams.microsoft.com/meet/239974507692018?p=H0qNYcnc2YsZJ1Kz3z>

Meeting ID: 239 974 507 692 018

Passcode: JA9Rs7Jp

Need help? | System reference

Dial in by phone

[+1 321-754-9506](tel:+13217549506), [711540630#](tel:+13217549506) United States, Orlando

Find a local number

Phone conference ID: 711 540 630#

Please provide a signed Limited Proxy, a copy of which is enclosed, indicating your vote in relation to the proposed revitalization so that a vote may be cast on your behalf at the meeting even if you are unable to attend the meeting. It is extremely important that you cast your vote on this matter and please be advised that submitting a Limited Proxy in advance of the meeting does not in any way limit your ability to attend the meeting in person. The Limited Proxy is revocable at any time prior to the vote being taken at the meeting.

IF THE PROPERTY IS OWNED BY YOU, AS A TRUSTEE, OR BY A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER FICTITIOUS ENTITY, PLEASE INDICATE THAT YOU ARE SIGNING AS A TRUSTEE, OFFICER, PARTNER, MANAGER OR MANAGING MEMBER AND PROVIDE DOCUMENTATION/VOTING CERTIFICATE SHOWING THAT YOU HAVE THE RIGHT TO VOTE.

AGENDA

1. Establish a quorum
2. Proof of Notice of Meeting
3. Vote on Revitalization
 - a. Discussion
 - b. Motion to Revitalize
 - c. Tally votes
4. Adjournment

GOLFSIDE HOMEOWNERS ASSOCIATION, INC.
MEETING OF THE MEMBERS/LOT OWNERS
LIMITED PROXY
October 28, 2026
4:30 pm

TO: President

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned hereby appoints the President of the Association, his or her designee, attorney and agent with the power of substitution for and in the name, place and stead of the undersigned, to vote as proxy at the meeting of the members of the Association, to be held on **October 28, 2026 at 4:30 pm in person at 4110 Grandchamp Cir., Palm Harbor, Florida and virtually through Teams (See Notice of Meeting for Microsoft Teams Meeting Information)** any adjournment thereof, according to the number of votes that the undersigned would be entitled to vote if then present in accordance with the specifications hereinafter made, as follows:

This Proxy may be used for quorum purposes.

Limited Powers - I hereby specifically authorize and instruct my proxy to cast my vote in reference to the following matters only as indicated below:

Shall the Declaration originally recorded at O.R. Book 9035, Page 1263 et seq. of the public records of Pinellas County, Florida, as same has been further amended from time to time, be revitalized and re-recorded in the public records of Pinellas County, Florida, along with the Articles of Incorporation and the By-Laws of the Association (and all amendments to same) so as to encumber and continue to encumber the various properties within Golfside Homeowners Association, Inc.? ***Voting YES is voting to keep all existing recorded restrictions as amended in effect as they currently are.***

_____ Yes, in favor of
revitalization.

_____ No, not in favor of
revitalization.

The undersigned ratify and confirm any and all acts and things that the proxy may do or cause to be done in the premises, whether at the meeting referred to above or any change, adjournment, or continuation of it, and revoke all prior proxies previously executed.

Dated: _____

Signature of Owner/Designated Voting Representative

Printed Name of Owner/Representative

Lot #/Property Address: _____

SUBSTITUTION OF PROXY

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

Dated: _____

Proxy _____

(In no event shall this proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.)

33 pgs. C
INST # 95-157784
JUN 29, 1995 7:06PM

PINELLAS COUNTY FLA.
OFF.REC.BK 9035 PG 1263

THIS INSTRUMENT PREPARED BY
AND UPON RECORDING RETURN TO: ✓

JOHN T. DIAMANDIS, ESQUIRE

Rudnick & Wolfe

101 East Kennedy Boulevard

Suite 2000

Tampa, Florida 33602

9A023277 SRM 06-29-1995 16:43:02
01 DCL-LANSBROOK
RECORDING 1 \$150.00

TOTAL: \$150.00
CHECK AMT. TENDERED: \$150.00
CHANGE: \$0.00

1 RECORDING
REC 150-
DR219
DS
INT
PIC
CERT
FEES
MTF
REV

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR GOLFSIDE AT LANSBROOK**

THIS DECLARATION, is made effective as of the 28th day of June, 1995 by
LANSBROOK REALTY ASSOCIATES, an Illinois general partnership.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property (hereinafter collectively referred to as the "Property") located in the County of Pinellas, State of Florida, which property is more particularly described as:

Lots 1 through 63, inclusive, and Parcel A, of GOLFSIDE, a platted subdivision of Pinellas County, Florida, according to the plat thereof (the "Plat") recorded May 23, 1995, in Plat Book 113, at Pages 1 through 4 of the Public Records of Pinellas County, Florida.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, mortgaged, conveyed and occupied subject to the following easements, charges, liens, restrictions, covenants, and conditions, (collectively the "covenants and restrictions") which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on and inure to the benefit of all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns.

ARTICLE I. DEFINITIONS

Unless the context expressly requires otherwise, the following terms will have the following meanings wherever used in this Declaration:

Section 1.1 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

Section 1.2 "Association" means the GOLFSIDE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, organized under Chapter 617, Florida Statutes, and its successors and assigns.

Section 1.3 "Board" or "Board of Directors" means the Board of Directors of the Association.

Section 1.4 "By-Laws" means the By-Laws of the Association as amended from time to time.

Section 1.5 "Committee" means the Architectural Control Committee established pursuant to Article 4 herein.

Section 1.6 "Common Areas" means the areas of the Property which are now or hereafter located outside of individual Lots and which are now or hereafter owned or leased by the Association, or upon which the Association now or hereafter has rights or obligations under this Declaration, together with all real and personal property owned or leased by the Association from time to time for the common use, benefit, and enjoyment of all or several of the Owners, or otherwise intended for the common use, benefit, and enjoyment by all or several of the Owners.

Section 1.7 "Declarant" means Lansbrook Realty Associates, an Illinois General Partnership or its successor and such assigns as may be expressly assigned rights hereunder by recorded instrument.

Section 1.8 "Declaration" means this Declaration as amended from time to time.

Section 1.9 "Developer" means Lansbrook Development Corporation, a Florida corporation, or its successors and such assigns as may be expressly assigned rights hereunder by recorded instrument.

Section 1.10 "Easement Areas" means those areas designated as easement areas on the Plat together with any additional easement rights which may be granted to the Association for the benefit of Owners from time to time or be otherwise appurtenant to Lot ownership from time to time.

Section 1.11 "Lot" or "Lots" means each numbered, platted lots as established by the Plat.

Section 1.12 "Master Association" means the Lansbrook Master Association, Inc. a Florida corporation not-for-profit and its successors as Master Association under the Master Declaration.

JTD1398 06/28/95

Section 1.13 "Master Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Lansbrook Master Association, Inc., as recorded on July 17, 1988, in Official Record 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.

Section 1.14 "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation. "First Mortgage" means a valid Mortgage having priority over all other Mortgages on the same property.

Section 1.15 "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.

Section 1.16 "Parcel" or "Parcels" means each area, if any, designated as a "Parcel" on the Plat.

Section 1.17 "Person" means any natural person or artificial entity having legal capacity.

Section 1.18 "Plat" means the Plat as defined in the first recital paragraph to this Declaration as amended or modified from time to time.

Section 1.19 "Property" means the Property as defined in the first recital paragraph to this Declaration.

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

ARTICLE 2: PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 Property. The Property shall be held, transferred, sold, mortgaged, conveyed, and occupied subject to this Declaration. These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of Lots subsequently executed, and shall be binding upon, and enforceable against, all parties and all Persons claiming under such deeds and conveyances for a period of thirty (30) years from the date of recording, after which time, such covenants and restrictions shall automatically extend for successive periods of ten (10) years, unless terminated pursuant to Section 9.4 hereinafter.

Section 2.2 Additions to Property. The Golfside Subdivision may be developed in two or more phases and to that end Declarant may, but is not obligated to, add additional real property to the Property subject to this Declaration. Declarant hereby reserves the right, exercisable from time to time without notice to or the consent of any other party, to subject other real property to the covenants and restrictions set forth herein and to extend this Declaration to other property to be developed as part of Golfside, and thereby to bring such additional property within the jurisdiction of the Association and to subject such additional property to assessment for their just share of the Association's expenses (determined as provided hereinafter). The additions herein authorized shall be made by filing of record one or more Supplemental Declarations with respect to the additional property to be then subjected to this Declaration. Each Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained herein as may be necessary to reflect the different character, if any, of the added property; provided, however, any such Supplemental Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the Property now subjected hereto, except as herein provided.

Section 2.3 Additions to Common Areas. The Declarant shall have the right to lease or to convey title to any property owned from time to time by him, or any easement or interest therein, to the Association as a part of the Common Area, and any such lease or conveyance shall be effective upon recording the deed or instrument of conveyance or memorandum of lease or assignment thereof, as applicable, in the Public Records of Pinellas County, Florida. Any other Person may also lease or convey title to any property owned by such Person, or any interest therein, to the Association as a portion of the Common Areas, providing that the Association, through the Board, shall have expressly accepted such conveyance by executing the deed or lease or other instruments of conveyance or by recording a written acceptance of such conveyance or lease in the Public Records of Pinellas County, Florida.

Section 2.4 Mergers. Upon a merger or consolidation of the Association with another owners' association (or similar organization) as may be provided in the By-laws, the Association's properties, rights and obligations may be transferred to another surviving or consolidated owners' association, or alternatively, the Association may constitute the surviving association pursuant to a merger. The surviving or consolidated owners' association may administer the covenants and restrictions established by this Declaration together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the presently existing Property except as hereinafter provided.

Section 2.5 Right to Alter and Improve Common Areas. The Declarant reserves the absolute right at any time to make deletions, alterations, or additions to the Common Areas and to purchase or lease on behalf of the Association any additional real or personal property, as may be desired from time to time by the Declarant, in its sole discretion.

ARTICLE 3: GENERAL PROPERTY RIGHTS AND REGULATIONS

Section 3.1 **Rights and Easements are Appurtenances.** Except as otherwise expressly provided herein, rights and easements granted herein constitute rights and easements which are appurtenant to fee simple ownership of the Lots from time to time; provided that the Association, acting as agent for the Owners under an irrevocable agency coupled with an interest, who are in turn the beneficiaries of all the covenants and restrictions, herein contained and as assignee of Declarant, is vested with the right on its own behalf and on behalf of all Owners and parties interested in the Property to enforce all the covenants and restrictions herein contained.

Section 3.2 **Easements and Related Restrictions.**

3.2.1 The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "Drainage Easement" areas. Such reservation and grant is for the purpose of constructing, reconstructing, maintaining and operating the storm water drainage and water quality treatment facilities servicing the Property as required to comply with applicable law or as determined by the Association to be necessary or advisable. The provisions of this Section 3.2.1 are subject to Section 6.3 of this Declaration.

3.2.2 All easement areas shown on the Plat are nonexclusive easement grants. Declarant reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through such areas, provided that such additional easement grants do not interfere with the activities for which such areas were established.

3.2.3 The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "Landscape Easement" areas. Such reservation and grant is for the limited purpose of preserving existing vegetation and constructing, reconstructing, maintaining and operating such landscaping, irrigation, signage, and other structures, improvements, and facilities as the Declarant or Association, each in its sole discretion, deems appropriate for the entryway into the Golfside Subdivision and to provide sound and visual buffering and screening of the Property from contiguous areas and streets. In executing this Declaration, Declarant hereby assumes, not individually but on behalf of the Association, the responsibility for the maintenance, repair and replacement of the structures, improvements, and facilities and landscaping constructed or installed by the Declarant or the Association within the Landscape Easement. In the absence of the prior written consent of the Declarant or the

Association, no tree or shrub removal, filling, excavation or construction shall be permitted on any portion of the Landscape Easement areas, except as may be required for the maintenance, repair and replacement of the drainage and surface water management facilities located therein.

3.2.4 No structure, planting or other material shall be placed or permitted to remain within the Utility and Drainage Easements which are shown on the Plat or otherwise granted by recorded grant of easement instrument which may damage or interfere with the installation, reconstruction or maintenance of utilities and drainage structures, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which are or might be prohibited by the public authority for whose use said easement is granted. The Association may, but shall not be required to, cut drainageways within the Drainage Easement area for surface water drainage wherever and whenever such action may appear to the Association to be appropriate for reasons of health, safety or appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any action necessary in the judgment of the Declarant or the Association to install utilities and to maintain standards of health, safety and appearance but shall not include the right to disturb any improvements erected on a Lot which are not located within a specific easement area designated on the Plat or pursuant to these covenants.

3.2.5 Easements over, under, across and through each Lot are expressly reserved and granted to the Declarant and the Association, their agents, contractors, representatives and employees for the purposes of making any repairs and performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot, upon which they are performed or over which access is required. Any material damage to a Lot caused as a result of such access shall be repaired or restored by the Association.

Section 3.3 Use of Lakes, Ponds and Bodies of Water. The following restrictions shall apply to the use of all lakes, ponds, or other bodies of water constituting portions of, or lying in whole or in part within, the Property.

3.3.1 The use by all Owners and their invitees of such portions of lakes, ponds and other bodies of water as may be situated within their respective Lot(s) or within the Common Area shall be at the sole risk of the Owner and his or her invitee, shall not create any liability on the part of the Association or other Owners, and shall be limited to such private recreational uses as may be permitted by law from time to time. Such use by Owners or their invitees of portions of lakes, ponds, and other bodies of water within their respective Lot(s) or by Owners or their invitees of lakes, ponds and other bodies of water within the Common Area shall be subject to reasonable and uniform rules

and regulations as may be adopted by the Association from time to time, shall not interfere with, or harm, water quality treatment plantings or facilities, or the ecological and storm drainage functions of such lakes, ponds, and bodies of water, nor shall such use by any Owner(s) interfere with the peaceful enjoyment of any portion of any other Lot(s) by its or their Owner(s).

3.3.2 No portion of the storm drainage system improvements or littoral shelf plantings within any lake, pond, or body of water may be removed or altered without the prior written consent of the Association after the procurement of all necessary governmental approvals.

3.3.3 No water may be withdrawn from any lake, pond, or body of water for individual Lot irrigation or other purpose without the prior written consent of the Association after the procurement of all necessary governmental approvals.

Section 3.4 **Title to Common Properties.** The Declarant may retain the legal title to the Common Areas until such time as it has completed improvements thereon, and, in the opinion of the Declarant, the Association is able to maintain the Common Areas.

Section 3.5 **Limitations to Easement Rights.** The rights and easements of enjoyment created herein for the benefit of the Owners, shall be subject to the following:

3.5.1 The right of the Association to limit the use of the Common Areas to Owners, to each member of an Owner's family residing with the Owner, to social guests of the Owner, and to tenants, and as to Easement Areas, those persons or entities entitled to use same pursuant to Section 3.2 above.

3.5.2 The right of the Association to suspend the voting and use and enjoyment rights of an Owner for any period during which any assessment against the Owner's Lot remains unpaid, or for a period continuing to not later than the sixtieth (60th) day after termination of any infraction of the Association's published rules and regulations or of any violation of the covenants and restrictions of this Declaration.

3.5.3 The right of the Declarant or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility organized for a purpose consistent with the intent of this Declaration; provided that no such dedication or transfer shall be effective by the Association unless it shall have first been approved by the Owners entitled to at least a majority of the total votes of the Association; but provided further that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, gas, cable television, water, sewer and other utility and drainage facilities upon, over, under and across the Common Areas without the approval of the Owners.

3.5.4 The right of the Association to impose rules and regulations in respect to the use of the Common Areas in addition to those set forth herein.

3.5.5 The right of the Declarant or the Association to assign, in writing recorded in the Public Records of Pinellas County, Florida, to Owners of specific Lots, the sole and exclusive use of specified portions of the Common Areas. Upon such assignment, the exclusive use of such portions of the Common Areas shall be appurtenant to such specific Lot(s) and no Owner shall be permitted to reassign such use to the Owner of a different Lot. No Owner shall have the right to use or enter upon or in any specified portion of the Common Areas which has been so assigned by the Association to another Owner or Owners.

Section 3.6 General Restrictions. The following restrictive covenants (in addition to the architectural requirements set forth in Section 4.1) are hereby imposed as covenants running with the land and shall be binding upon all Owners.

3.6.1 Subject to the exceptions for which provision is made in Section 7.11 of the Master Declarations no Lot or any improvement thereon shall be used for any purpose other than for single-family residential purposes.

3.6.2 No activity deemed by the Declarant or the Association to constitute a noxious, offensive or hazardous activity shall be carried on upon any Lot or Common Area, nor shall anything be done thereon which in the opinion of the Declarant or the Association constitutes an annoyance, nuisance or safety hazard to individual Owners or to the neighborhood in general. Neither any Owner nor the Association (if it has knowledge) shall permit or suffer anything to be done or kept in any Dwelling, on any Lot, or within the Common Areas, which will increase the rate of insurance as to any other Owner or the Association, cause cancellation of any insurance on any Dwelling or Common Area, or which would be a violation of any law, rule, regulation, or other governmental restriction or requirement.

3.6.3 No accumulation of debris, rubble, piles of dirt, or fill or other unsightly material shall be allowed to accumulate or be deposited in any area of the Property. Trash, garbage or other waste shall not be kept except in closed sanitary containers or as otherwise required by the Association or the applicable ordinances of Pinellas County. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All refuse and trash containers, outside clothes lines, oil or bottled gas tanks, water softening equipment, air conditioners, swimming pool and spa filters and pumps, and other similar items must be installed and maintained underground or hidden from view of all neighboring Lots to the satisfaction of Declarant or the Association by a hedge, wall or fence architecturally detailed and attached to the Dwelling. No outdoor burning (except in connection with grills for cooking purposes) will be allowed; and all

leaves, trash, etc. must be carted to a legal dumping ground or containerized for pickup by a trash collector.

3.6.4 During any period when water and sewage disposal services are in operation and servicing Dwellings in accordance with the standard requirements of applicable governmental entities, no individual wells for potable water will be permitted on any Lot and no individual septic tanks will be permitted within the Property.

3.6.5 No fence, wall, hedge, tree or shrubbery planting which obstructs sight lines at elevations between two and six feet above the adjoining roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line restriction shall apply to any Lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction at such sight lines.

No fences or walls shall be constructed along rear or side Lot lines of any Lot except for fences six feet or less in height and of chain link construction and fully coated with black colored vinyl. Any such fence must also be approved in advance by the Committee and in the judgment of the Committee be suitable for its intended location and compatible with the design of the improvements located on the Lot and surrounding Lots and within Golfside generally. All such chain link fences shall be landscaped on the inside with planted hedges of a height no less than three (3) feet at time of the initial installation and maintained at a height of no less than the height of the chain link fence. Fences facing lot frontage streets must have landscaping on the outside facing the street satisfactory to the Committee. The Committee's approval of any fence may be conditioned upon (without limitation) the installation and continued maintenance of hedges on the outside of such fence, and continuing maintenance provisions as to the fence and landscaping in addition to those set out above. In addition, any such fences shall be constructed to connect to and with any existing fences on any neighboring Lot and all such fences shall be maintained by the Owner of the Lot on which the fence is located in good repair, clean, and otherwise in first-class condition. Nothing stated in this Section 3.6.5 shall be interpreted to mean that the Committee is required or obligated to approve a fence for or installation on any Lot, or that because a fence has been approved on a specific Lot, that it will be approved for installation on any other Lot. Should fences or the associated landscaping not be maintained as stated herein, or as required by a Committee approval, the Association may require the Owner of the fence to remove it upon 30 days written notice to do so.

No fence or wall shall be constructed or maintained on any Lot within any front setback or closer to the street than 15 feet back from the Dwelling's front wall which is most distant from the street. For purposes of this front setback restriction only, Lots abutting more than one street shall be deemed to have only one front as designated by the Committee, however, fences on the side street must be setback a distance of no less than 15 feet from the Lot line or such greater distance as may be required by governmental regulations.

3.6.6 Once a Lot has been sold by the Declarant, the same shall be maintained in good appearance and free from overgrown weeds and rubbish. During construction, each Lot shall be kept in a neat and orderly condition with construction debris and trash being confined in containers or trash enclosures. All Lots, whether improved or vacant, shall be kept mowed, free of weeds and other noxious growth, and in accordance with any Pinellas County regulations as well as any rules and regulations adopted by the Association. Owners of Lots who are in violation of this provision shall be required to pay to the Association any and all charges for mowing or clearing of such Lots. The costs incurred by the Association for mowing or clearing of Lots and for the removal of such debris together with interest, costs of suit and reasonable attorney's fees for the collection thereof, shall be a continuing lien upon the Lot and shall also be the personal obligation of the individual or entity who or which was the Owner of the Lot at the time such costs were incurred.

3.6.7 No window or wall air conditioning units shall be permitted to be placed in a Dwelling except with the prior consent of the Committee. No Dwelling shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the Committee for energy conservation purposes.

3.6.8 Nothing shall be altered in, constructed on or removed from the Common Areas except with the prior written consent of the Association or the Declarant.

3.6.9 All utility lines and lead-in wires, including but not limited to, cable television lines, electrical lines and telephone lines, located within the confines of any Lot or within any Easement Areas, shall be located underground; provided nothing herein contained shall prevent an above-ground temporary power line to a residence during the period of construction.

3.6.10 No changes in the elevation of the land shall be made on any Lot, without the consent of the Committee. No Lot shall be increased in size by filling in water. No Lot or group of Lots shall be re-subdivided, except an Owner of more than one adjoining Lot may sell part of one Lot to the Owner of an adjoining Lot, but by doing so, the fractions of the re-subdivided Lot will then become part of the adjoining

Lot and must be conveyed thereafter with the adjoining Lot as one Lot; provided that this provision shall not be construed in derogation of Section 4.1.6 or 5.3 hereafter. In the event any Lot is re-subdivided in the manner allowed herein, the Owners shall provided such easements as are in the discretion of the Committee necessary or appropriate. With the permission of the Committee, two or more Lots or partial Lots may be joined together to serve as one building site.

3.6.11 No exterior statuary, fountains, flagpoles or similar ornamentation, or play structures including but not limited to basketball backboards, shall be erected or maintained on any Lot or Common Area unless first approved by the Committee. Basketball backboards shall be prohibited to be permanently installed over garage doors.

3.6.12 Any dwelling or other structure on any Lot which is destroyed in whole or in part must be rebuilt or completely removed within one (1) year. All debris must be removed and the Lot restored to a sightly condition within sixty (60) days after such destruction.

3.6.13 Reference is made to the General Restrictions set forth in Article VII of the Master Declaration, the terms and conditions of which are, by this reference deemed to be incorporated herein as covenants and restrictions which are enforceable by and administered by the Association as well as the Master Association in the same manner as if all references therein to the Master Association, its Board and committees were to the Association, its Board and committees; provided that in the event of a conflict between the Master Association and the Association the decision of the Master Association shall control. Notice is hereby given that except as the Master Association may agree in writing the Association lacks the authority to act on behalf of the Master Association.

Section 3.7 Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration will be interpreted, construed, or applied to prevent the Declarant, the Developer, or its or their contractors, subcontractors, agents, and employees, or (subject to the Developer's approval) the builder of the first residence constructed on any particular Lot, from doing or performing on all or any part of the Property owned or controlled by the Developer, or such builder, whatever Declarant or Developer determines to be reasonably necessary or convenient to complete development of the Golfside Subdivision and construction of homes on all of the Lots therein, including without limitation:

3.7.1 Erecting, construction, and maintaining such structures and other improvements as Developer may deem to be necessary or convenient for the completion of development of the Golfside Subdivision and construction of homes on all of the Lots therein, establishment of the Property as a residential community, and disposing of the same in parcels or lots by sale, lease, or otherwise;

3.7.2 Subject to such rules and regulations as Developer may impose from time to time, conducting thereon the business of completing the development of the Golfside Subdivision, constructing homes on all of the Lots therein, establishment of the Property as a residential community, and disposition of the same in parcels or lots, by sale, lease, or otherwise, including the construction and maintenance of construction offices in permanent or temporary structures, model homes and model centers, and inventory homes to be used in the sales program; and

3.7.3 Maintaining such signs, billboards, flags, and placards as Developer may determine to be necessary or convenient in connection with the sale, lease, or other transfer of the Lots.

Section 3.8 Access by Association. The officers, directors, employees, or designated agents or representatives of the Association shall have the right of entry onto each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration, or to investigate compliance with or enforce the provisions of this Declaration and the rules and regulations of the Association. Such right of entry must be exercised in a peaceful and reasonable manner and at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Notwithstanding the foregoing, entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority conferred by law. Such consent, however, will not be unreasonably withheld or delayed.

Section 3.9 Maintenance. Except as specifically provided herein to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of all improvements, lawns and landscaping on their Lot(s) in a first-class condition. Further, notwithstanding any language herein or on the Plat, the surface of the Easement Areas within each Lot shall be maintained by the Owner of the Lot (subject to the rights of the Association hereunder), and the drainage, underground and other utility facilities within the Easement Areas shall be maintained by the Association or the public authority or utility company responsible for such facilities. Failure of an Owner to so maintain shall be deemed to impair the value of the neighboring Lots and to be hazardous to the health, welfare and integrity of the neighborhood and to the Property. Any area or improvement located within a Lot and not specifically required by this document to be maintained, repaired or replaced by the Association shall be maintained, repaired or replaced by the Owner of the applicable Lot. In the event an Owner of any Lot shall fail to maintain or repair said Lot, the improvements thereto, or the landscaping thereon within ten (10) days of written notice of same, the Association, after approval of a majority of the Board, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot, any improvements thereto or landscaping thereon. The cost of any such repair, maintenance and restoration (plus interest from the date of such expense at eighteen percent (18%) per annum) shall be added to and become part of the assessment to which said Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the

lien for non-payment of assessments as provided in this Declaration, the Articles and the By-Laws.

Section 3.10 Rules and Regulations Governing Use of Common Properties. The Board may from time to time without vote or consent of the Owners adopt or amend rules and regulations governing the operation, use, enjoyment, maintenance, management and control of the Common Areas and the facilities incident thereto and the conduct of the Owners and their guests thereon; provided that copies of such rules and regulations shall be furnished to each Owner prior to the time such rules and regulations become effective.

Section 3.11 Notice of DRI Restrictions. The Lansbrook development in general and the Golfside Subdivision as a part thereof are both being developed in accordance with and are subject to the Lake Tarpon Village Development of Regional Impact, which received its Development Order on March 18, 1975, and which was subsequently amended March 16, 1976, October 8, 1985, April 12, 1988, November 14, 1989, and October 13, 1992 (as revised from time to time, the "Development Order"). Development of regional impact approval is required by state law for certain large developments. The Development Order provides for certain restrictions on the Property and conditions and requirements for its development. The Property and its use is subject to the terms and conditions of the Development Order. Information about the Development Order can be obtained from Pinellas County or from the Tampa Bay Regional Planning Council.

Article 4: ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

Section 4.1 Architectural and Construction Restrictions. The following restrictions shall apply to each and every Lot now or hereafter located within the Property:

4.1.1 No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family Dwelling. One or more entire Lots may be combined with portions of additional Lot(s), but no Dwelling may be constructed on less than one entire Lot.

4.1.2 Each Dwelling shall include an enclosed garage having a capacity for no less than two (2) automobiles. The garage may not be converted into living space, nor shall the garage be modified so as to prevent its use for the number of standard size vehicles for which it was originally designed and approved by the Committee.

4.1.3 No Dwelling shall be placed or erected on a Lot unless it shall have a floor area, exclusive of open porches, terraces, balconies and garages (i.e., non-air conditioned or not enclosed by solid walls), of not less than one thousand two hundred (1,200) total square feet and a ground floor area of not less than eight hundred (800) square feet,

exclusive of open porches, terraces, balconies and garages (i.e., non-air conditioned or not enclosed by solid walls).

4.1.4 No dwelling shall exceed a maximum height of thirty-five (35) feet (twenty-eight (28) feet for dwellings constructed on Lots 1 through 6, inclusive, and 34 through 39, inclusive) from the finished Lot surface at the front elevation of the Dwelling to the highest point on the crown of the roof. No Dwelling shall be located closer than twenty-five (25) feet to the front street Lot line or any side street Lot line unless otherwise approved by the Committee and otherwise being in compliance with all governmental requirements. Except as provided elsewhere herein, no Dwelling or other improvement, except landscaping, shall be located closer than seven and one-half (7.5) feet to any interior side Lot line and no Dwelling shall be located closer than ten (10) feet to any rear Lot line. Screened swimming pool enclosures, unscreened swimming pool decks and unroofed patios may be constructed within five (5) feet of the rear Lot line of the Lot, with the exception however that they shall not be constructed within any Landscape Easement. For purposes of this provision, roof overhangs, cornices, steps or wingwalls shall not be considered as a part of a Dwelling, provided, however, that this shall not be construed to permit any portion of a Dwelling on a Lot to encroach upon another Lot, Common Area, or any Easement Area running over, under, across or through a Lot.

4.1.5 Notwithstanding anything herein to the contrary and subject to the requirements of any governmental setback or other governmental requirements, the Committee shall have the right to waive any requirements of this Article 4 (without the obligation to satisfy the requirements of Section 9.6 hereafter) as to any Lot or Lots if the Committee in its sole discretion deems such waiver appropriate and in furtherance of the desirable development or re-development of the Property.

4.1.6 No Lot shall be divided or re-subdivided unless both portions of said Lot will be used to increase the size of the adjacent Lots as platted.

4.1.7 In accepting a deed to a Lot, the Owner agrees to commence construction of a single-family residence upon the Lot within two (2) years from the date of the closing of the sale of such Lot (the "Closing"). Such construction will be deemed commenced only when all of the following have occurred: (i) the Committee shall have approved the Owners' plans for such construction; (ii) a valid building permit shall have been issued; (iii) a bona fide construction mortgage from an institutional lender shall have been recorded in the Public Records of Pinellas County; or (iv) in lieu of (iii), the building foundation slab shall have been poured. If such construction is not commenced within two (2) years from the date of the Closing (the "Second Anniversary Date"), then the Developer or Declarant may elect, by written notice, to repurchase such Lot for a price in the amount of the original purchase price, subject to proration for real estate

taxes (assuming the maximum possible discount). Developer's or Declarant's rights to repurchase the Lot shall terminate upon written notice delivered to Declarant after the Second Anniversary Date and Developer's or Declarant's failure to exercise its rights within thirty (30) business days after Declarant's receipt of such notice. The notice exercising the right to repurchase the Lot will be deemed given when mailed to the address then shown in the Pinellas County tax rolls for the Owner of the Lot with sufficient postage affixed. Upon closing, the Owner will convey title to the Lot to or at the direction of the Developer or Declarant by a general warranty deed, free and clear of all liens and encumbrances. At closing, the Owner shall furnish the Developer or Declarant with a title insurance policy insuring fee simple title, free and clear of all liens and encumbrances arising by, through, or under the Owner. The Owner shall pay all costs reasonably required to cure any and all title defects arising by, through, or under the Owner. The Owner shall pay for the documentary tax on the deed, for the title insurance policy and the cost of recording the deed. The Developer or Declarant has the right, but is not obligated, to take title from the Owner subject to any mortgages placed on the Lot by the Owner, but in such event, the Developer and Declarant shall receive credit up to and not in excess of the repurchase price therefor.

Section 4.2 Minimum Material Specifications. The following minimum material specifications shall apply to all Dwellings; provided that the Developer, the Board and the Committee shall be empowered to impose additional requirements:

4.2.1 Roofs shall be finished with either cement tile or clay tile. Turnmetal roofs and mildew resistant, architecturally dimensioned, fiberglass, Class A asphalt roof shingles with a manufacturer's stated limited warranty expiring in no less than 30 years shall be permitted in the sole discretion of the Developer.

4.2.2 All roofs shall be sloped with a minimum pitch of five inches (5") rise for every twelve inches (12") of run.

4.2.3 No gravel, turf block or asphalt surface driveways shall be permitted.

4.2.4 All concrete block walls shall be stuccoed on all sides and no struck-joint exposed concrete block shall be permitted.

4.2.5 All exposed wood or wood products shall be painted, stained, or otherwise treated to avoid weathering and to maintain a uniform, consistent color.

4.2.6 All Lots shall be fully landscaped, including complete sod coverage of all lawn areas (which shall include, without limitation, all lawn areas to any water lines on the subject Lot) with St. Augustine grass, Bermuda Grass, or other grass varieties first approved by the Committee.

4.2.7 All Lots shall be irrigated with an automatic underground irrigation system providing 100% coverage of the landscaped areas of the Lot.

4.2.8 All landscaping materials shall be graded no less than Florida Fancy. The minimum required landscaping for any Lot that has not been previously landscaped to the Committee's satisfaction shall provide for a minimum budget per lot, including sod and plantings but not irrigation systems, of at least Four Thousand Dollars (\$4,000.00) for interior Lots and Five Thousand Dollars (\$5,000) for corner Lots, or such greater amount as may be required by the Committee and shall include no less than two (2) trees for an interior Lot and three (3) trees for a corner Lot, to be located no closer than seventeen (17) feet nor more than twenty-five (25) feet from the street curb. Landscaping on corner Lots shall be allocated between the front and the side adjoining the adjacent roadway so as to provide a well landscaped appearance from both views and otherwise to the Committee's satisfaction.

Section 4.3 Approval of Plans and Architectural Control Committee.

4.3.1 For the purpose of further insuring the development of the Property as a residential area of the highest quality and standards, and in order that all improvements on each Lot (including landscaping) shall present an attractive and pleasing appearance from all sides of view, the Committee, consisting of not less than three (3) nor more than five (5) members appointed by the Board, shall have the power and discretion to control and approve all of the improvements on each Lot in the manner and to the extent set forth herein. The Declarant (by and through the Developer) shall be empowered to enforce the covenants and restrictions set forth in this Article and otherwise act as the Committee prior to the formation of the Committee, which upon appointment, shall assume and be responsible for such enforcement. The Declarant's right to act as the Committee pursuant to the foregoing sentence shall terminate upon the termination of the Class B membership in the Association. References in this Article to the Committee shall mean the Developer, as agent of the Declarant, until the Committee is appointed. No Dwelling, building, fence, wall, mail box, utility yard, driveway, swimming pool, spa, landscaping or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until a request therefor has been submitted to and approved in writing by the Committee.

The applicant for such approval shall include together with the request therefor such plans, specifications, drawings, information and materials as the Committee may request from time to time in order to make an informed decision, which shall include, without limitation, in the case of a request for approval of the construction of a Dwelling the following:

- (a) Two (2) copies of a site plan showing the location of all improvements, structures, pools, enclosures, fences, walls, driveways, sidewalks, and mechanical equipment for air conditioning, pools and the like. The site plan shall also include the overall dimensions of the Lot and the overall dimensions of all improvements and the distances from the Lot lines. The site plan shall set forth the information pertaining to grading and drainage, including, but not limited to, finished floor elevation(s) of the Dwelling and elevations of the pool deck, patio(s) and other exterior slabs, the elevation of all Lot corners and the directions of surface water runoff. One copy of such site plan shall be retained by the Committee as a permanent record.
- (b) Two (2) copies of complete, final building plans setting forth the foundation and floor plans, front, rear and side elevations and such cross sections as may be required for evaluation of the plans by the Committee. Such plans shall show all appropriate dimensions, roof pitches and sizes and types of exposed materials. One copy of such final building plans shall be retained by the Committee as a permanent record.
- (c) Two (2) copies of specifications detailing the size, kind, type and quality of all materials to be utilized in the construction of the Dwelling to be erected on the Lot. Color specifications shall include accurate representations or samples of all exterior materials including, but not limited to, roofing, paints, stains, masonry and tile. One copy of such specifications and samples shall be retained by the Committee as a permanent record.
- (d) Two (2) copies of complete landscaping plans detailing the kind, quality and dimensions of all plants, trees and shrubs, ground cover, decorative structures and planters, and landscape materials. Landscaping plans submitted for the initial construction of a Dwelling shall also include a detailed breakdown of the quantities of individual plant materials to be utilized and their unit prices in order for the Committee to evaluate the value of the landscaping as required by Section 4.2.8 of this Declaration. One copy of such landscaping plan and budget shall be retained by the Committee as a permanent record.

4.3.2 In passing upon plans and specifications, the Committee may take into consideration such factors as it deems appropriate, including, without limitation, the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the Lot upon which they are proposed to be installed, the quality of the proposed workmanship and materials, the harmony of external design with

the surrounding neighborhood, and the effect and appearance of such construction as viewed from neighboring Lots and Common Areas.

4.3.3 The Committee shall have fifteen (15) business days from submittal of a full and complete package within which to approve or reject said plans and specifications. In the event the Committee fails within said fifteen (15) business days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons relating to future development plans of the Developer or Declarant for the Property. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing (by U.S. Mail addressed to the applicant's address indicated on the submittal) stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In the event that the applicant makes the changes requested by the Committee within ninety (90) days after approval is denied and resubmits its application in conformity with the requirements of this Declaration, the plans and specifications shall be approved by the Committee within fifteen (15) business days after resubmission.

4.3.4 Upon the Committee's written approval, construction shall be started and prosecuted to completion diligently, continuously and promptly and in substantial conformity with the approved plans and specifications. Except as provided in Section 4.1.7 for construction of a Dwelling, in no event shall the construction period extend more than one (1) year and any exterior construction shall be completed within six (6) months. A copy of the Committee's approval of construction shall be posted on the Lot during construction. The Committee shall be entitled to stop any construction in violation of these restrictions, and any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original approved condition at the Owner's expense.

4.3.5 The Committee shall have the right to charge a fee for reviewing each application for approval of plans and specifications and an additional fee (not to exceed \$150.00 during the twenty-four (24) month period first following the execution date of this Declaration) for reviewing the landscaping plans.

4.3.6 The Committee may from time to time publish certain restrictions, specifications, materials and standards for construction of Dwellings acceptable to the Committee and rules, procedures and standards to be followed. The provisions of such

published information promulgated by the Committee from time to time shall be deemed to be a part of this Declaration and are incorporated herein by this reference.

4.3.7 Any damages to roads, ditches, natural areas, ponds, lakes or other water bodies, or other improvements on or serving the Property as a whole caused by any Owner, Owner's contractor or subcontractor shall be repaired (in conformity with such requirements as the Board may impose) by the Owner of the Lot upon which or for whose benefit the construction activity is taking place. Should any Owner, after ten (10) days notice, fail or refuse to make said repairs, the Association may make said repairs and the cost thereof, together with interest at the rate of 18% per annum from the date of expenditure shall be payable on demand and shall constitute a lien against the Lot in the same manner as provided herein for assessments.

ARTICLE 5: MEMBERSHIP AND VOTING RIGHTS

Section 5.1 **Membership.** Every Owner of a Lot that is subject to assessments under Article 7 of this Declaration shall become a member of the Association upon the recording of the instrument of conveyance to it or as otherwise provided in Section 5.2 below. If title to a Lot is held by more than one person each such person is a member. An Owner of more than one Lot is entitled to one membership for each Lot owned (subject to Section 5.3 below). Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title. No person other than an Owner may be a member of the Association, and membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however the foregoing does not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to such Owner's vendee in possession.

Section 5.2 **Voting.** The Association shall have two classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A members are all Owners except Declarant. The Class B member shall be the Developer who shall act on behalf of the Declarant. Upon termination of Class B membership, as provided below, Class A members are all Owners, including Declarant so long as Declarant is an Owner. All members, Class A or Class B, are entitled to cast one vote for each Lot owned (and in the case of Lots which have been consolidated with other Lots or partial Lots pursuant to the provisions herein set forth, voting rights for such consolidated Lot(s) shall be adjusted upwards in proportion to the increase in size by virtue of such consolidation); but as provided in the Association's Articles, the Class B member is entitled to elect the Board of Directors until termination of Class B membership.

Section 5.3 **Co-Ownership.** If more than one person owns an interest in any Lot, or if more than one person owns separate portions of a Lot (as permitted by Section 4.1.6 hereinabove), all such persons are members; but there may be only one vote in the aggregate cast with respect to each such entire Lot. Such vote may be exercised as the co-Owners

determine among themselves; but no split vote is permitted among co-Owners. 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-Owners have 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 entirety, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 5.4 Class B Termination. The Class B membership will terminate and convert automatically to Class A membership (to the extent the Declarant then owns Lots) upon the happening of any of the following, whichever occurs first:

5.4.1 The Declarant conveys, other than to Developer or a successor developer, all of its right, title and interest in and to all the Lots in the Property. For purposes of this provision, a Lot shall be considered conveyed when the deed is duly recorded.

5.4.2 The Declarant records a disclaimer of its respective Class B membership in the Public Records of Pinellas County, Florida.

Upon termination of Class B membership, all provisions of this Declaration, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting by classes of membership.

Section 5.5 Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Owners set forth in this Declaration. The Declarant intends the provisions of this Declaration on the one hand, and the Articles and By-Laws, on the other, to be interpreted, construed, applied and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control, anything in the Articles or By-Laws to the contrary notwithstanding.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 6.1 Association. The Association shall govern, make rules and regulations, enforce such rules and regulations and all covenants and restrictions of this Declaration, control and manage the Lots and Common Areas pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. Except as otherwise provided in Section 2.3, Developer and the Declarant shall have the sole right and discretion to convey or lease to the Association those portions of the Common Areas, including without limitation any improvements thereon and any additional real and personal property, easements, waterways, entranceways, streets, walls and walkways, which Developer or the Declarant may

deem appropriate, and upon delivery of such conveyance instrument, bill of sale, easement or lease (as appropriate), the Association shall assume all ownership of the same and shall thereafter properly maintain the same at its expense. Any such deed or easement shall be duly recorded in the Public Records of Pinellas County, Florida.

6.1.1 The Association may, but is not obligated to and shall have no liability for failure to, employ security guard(s) or a security guard service. The Declarant or Developer, as applicable, while in control of the Association, does not intend to hire or pay for security guard(s).

6.1.2 The Association shall maintain and repair the Common Areas in good condition and, except as to any portion of the Common Areas which may be maintained as a portion of a Lot, pay the ad valorem taxes and governmental liens assessed against the Common Areas and obtain and pay the premiums for public liability insurance as to all Common Areas. Said insurance policy(s) shall be in the name of the Association, the Declarant and Developer for the benefit of the Association, the Declarant, the Developer, members of the Association and such other parties as the Association determines. The aforesaid insurance policy(s) shall be in such amounts, subject to such conditions and contain such provisions (including deductible provisions) as the Board determines in its discretion; provided that so long as there is Class B membership in the Association, the Declarant shall make all determinations as to insurance coverage in its sole and absolute discretion. The Board may obtain such other types of insurance as it deems advisable. The Association shall have the power to establish reserves for the improvement, repair, maintenance, and replacement of the Common Areas. Further, the Association shall have the power to enter into management contracts as provided hereinbelow and to incur all other costs and expenses necessary to effectuate the duties delegated to it and the purposes set forth in this Declaration.

The foregoing constitute the basic and general duties and expenses of the Association; and said expenses are to be paid by members of the Association as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time, the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of the Association. The Board of Directors shall have the power and authority to levy a Special Assessment pursuant to the provisions of Section 7.3 as hereinafter provided should one become necessary as determined by it in its sole discretion; and said Special Assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration and in the Articles and the By-Laws. A General Assessment shall be payable in advance as provided hereinafter in this Declaration, and in the Articles and the By-Laws.

Section 6.2 **Management Contracts and Leases of Common Property.** The Association shall expressly have the power to contract for the management of the Association and the Common Areas, and shall further have the power to delegate to such contractor or manager any or all of the powers and duties of the Association respecting the contract granted. The Association shall further have the power to employ personnel to perform the services required for proper administration of the Association. The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

Section 6.3 **Surface Water Management System.**

6.3.1 **Additional Definitions.** When used in this Declaration the following terms will have the following meanings.

6.3.1.1 **"SWFWMD"** means the Southwest Florida Water Management District.

6.3.1.2 **"SWFWMD Permit"** means SWFWMD Permit No.4812174.00 authorizing the surface water management system for Golfside together with any successor operational permit, granted to Developer or the Association and issued under the provisions of Chapter 373, Florida Statutes, and Florida Administrative Code Rules 40D-4 and 40D-40.

6.3.1.3 **"Surface Water Management System"** means the surface water management system for Golfside constructed pursuant to the SWFWMD Permit and which constitutes a part of the Common Areas.

6.3.2 **Surface Water Management System Easements.** The Declarant hereby reserves unto itself and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat as "Drainage Easement" areas for the purpose of effectively maintaining and operating the Surface Water Management System in accordance with the SWFWMD Permit. Declarant reserves, both for itself and the Association, the right to grant additional non-exclusive easements over, under, across and through the Drainage Easement areas, provided that such additional easement grants do not interfere with the effective maintenance and operation of the Surface Water Management System.

6.3.3 **Operation and Maintenance of Surface Water Management System.** The Association shall effectively operate and maintain the Surface Water Management System in accordance with the SWFWMD Permit.

6.3.4 Amendment of Declaration. Notwithstanding Section 9.4, any amendment (including a termination) of this Declaration that would directly and adversely affect the operation and maintenance of the Surface Water Management System in a material respect must have the prior approval of the SWFWMD or its successor entity.

6.3.5 Construction Requirements. At the time of construction of a building, residence, or structure on a Lot, all Owners shall comply with the construction plans for the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD.

6.4 Golf Boulevard Median. To the extent permitted by Pinellas County, the Association shall maintain (including repairs or replacements deemed desirable by the Association), the landscaping and improvements (which may include irrigation and signage identifying the Golfside subdivision) constructed or installed by or at the direction of the Declarant or the Association in the median of Golf Boulevard.

ARTICLE 7: ASSESSMENTS

Section 7.1 Assessments Established. In accepting a deed to any Lot within the Property, each Owner, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association:

7.1.1 An annual General Assessment, as defined in Section 7.2; and

7.1.2 Special Assessments, as defined in Section 7.3; and

7.1.3 Specific Assessments against any particular Lot that are established pursuant to any provision of this Declaration as defined in Section 7.4; and

7.1.4 All excise or other taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article; and

7.1.5 All assessments which may be imposed pursuant to any other provision of this Declaration, including, without limitation, Section 3.6.6, 3.9, 4.3.7, or 9.3.

All of the foregoing, together with interest as specified in Section 7.8 hereinafter and all costs and expenses of collection, including without limitation reasonable attorneys' fees, are a continuing charge on the land and secured by a continuing lien upon the Lot (and improvements thereon) against which each assessment is made as provided in Section 7.8. Each such assessment, together with interest as aforesaid and all costs and expenses of collection, including attorneys' fees incurred also is the personal obligation of the person or persons who was or were

the Owner(s) of such Lot when such assessment fell due. Such personal obligation for delinquent assessments shall become a joint and several obligation of the Owner's successors in title upon transfer of a Lot while delinquent assessments are outstanding. Resubdivision of a Lot permitted hereunder shall not affect the obligation of the subdivided parcel to pay a pro-rata assessment so that the total revenues collected are that which would have been collected had there been no resubdivision.

Section 7.2 General Assessment. Subject to the provisions of the following sentence and Section 7.4 hereafter, the assessments levied by the Association must be used exclusively (as determined by the Board) to promote the common good and welfare of the residents and for the operation, maintenance and management of the Master Association, the Association and the Common Areas. To effectuate the foregoing, the Association may levy an annual general assessment ("General Assessment") to provide and be used for payment of real estate taxes, assessments and other governmental levies or charges of any kind which are assessed or imposed upon the Common Areas (except to the extent, if at all, that such amounts have been incorporated in Lot assessments), insurance costs, costs of the operation, maintenance, management, and all other general activities and expenses of the Association and the Master Association. The initial General Assessment shall be in an amount which shall not be greater than One Thousand Dollars (\$1,000.00). Commencing with the year immediately following the year of the conveyance of the first Lot to an Owner other than the Developer or the Declarant, the maximum annual General Assessment for any year may not be increased more than twenty percent (20%) above the maximum assessment for the previous year unless so determined by a vote of 2/3 of each class of Owners who are voting in person or by proxy, at a meeting duly called to consider such increase. Subject to the foregoing, the amount of the annual General Assessment shall be fixed by the Board at least thirty (30) days in advance of each General Assessment period based upon an adopted budget. The General Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the General Assessment should be given to every Owner; but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid assessment. Unless the Board shall otherwise determine, the General Assessment shall be payable in one annual installment without interest until delinquent, and may be prepaid in whole at any time or times during the applicable General Assessment period without penalty or other consideration.

Section 7.3 Special Assessments. In addition to the General Assessment, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of any capital improvement or repair upon the Common Areas or for the purpose of defraying known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based. Any such Special Assessment shall have the assent of at least two-thirds (2/3) of the votes of each class of Owners who are voting in person or by proxy, at a meeting duly called for that purpose, provided however as follows: (a) no such vote shall be required unless the amount of any such Special

Assessment exceeds a sum equal to two quarters' General Assessments payable by all Owners immediately prior to the date of such Special Assessment; (b) Special Assessments for taxes shall not require a vote or prior approval from the Owners; and (c) Special, Supplemental, Reconstruction, Capital Improvement, and any and all other assessments and charges for repairs and maintenance levied by the Master Association for capital improvements, taxes and any other cost or expense permitted under the Master Declaration shall be paid by the Owners to the Association and each Owner shall contribute such Owner's pro rata portion of the Assessment without the requirement for a vote as aforesaid.

Section 7.4 Specific Assessments. In addition to General Assessments and Special Assessments, the Association may levy fine(s) against the Owner of any Lot(s) from time to time for violations of the covenants and restrictions set forth herein and of any rules and regulations of the Association. Such fine(s) during the calendar year 1993 shall not exceed \$200 per violation, subject to reasonable increases thereafter in accordance with increases in the monetary inflation rate(s). Any such fine(s), together with any other charges or indebtedness (including without limitation any indebtedness under Section 3.6.6, 3.9 or 4.3.7 hereinabove or 9.3 hereinafter) of any Owner to the Association may also be assessed by the Association as a specific assessment ("Specific Assessment") against such Owner's Lot(s).

Section 7.5 Uniform Amount of Assessments. The General Assessment and any Special Assessments must be uniform throughout the Property. Notwithstanding any other provision herein contained, in the event Lots are consolidated with other Lots or partial Lots pursuant to the procedures herein set forth, assessments shall thereafter be imposed against any such consolidated Lot(s) in proportion to the increase in size by virtue of the consolidation.

Section 7.6 Capital Contribution Fee and Commencement of General Assessment. Upon the closing of the Declarant's sale of each Lot, the purchasing Owner shall pay to the Association a Capital Contribution Fee equal to one-sixth (1/6) of the total General Assessment for the year in which closing occurs. No part of such Capital Contribution Fee shall be applied, as a credit or otherwise, toward the General Assessment due for such Lot nor shall any portion of such fee be refundable for any reason whatsoever, but such fee shall be applied toward costs incurred by the Association as determined by the Board. The General Assessment as to each Lot owned by an Owner commences on the day of the closing of the purchase of the respective Lot by the Owner from the Declarant. In the event of a transfer of a Lot during a year, the General Assessment shall be pro rated. Declarant shall be under no obligation to treat any portion of the Capital Contribution Fee as a reserve to be expended only for certain purposes.

Section 7.7 Declarant's Assessment and Management. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Declarant hereby reserves the right to manage and operate the Association and the Property until such time as the Class B membership has terminated. During said period, Declarant shall pay all expenses incurred by the Association and, as payment for its management services and reimbursement for

such expenses incurred by the Association, Declarant shall be entitled to retain all assessments (including the Capital Contribution Fee) collected from Owners of Lots. Declarant shall have the option to waive its right to manage and operate the Property at any time upon written notice to the Association, and upon such notice, Declarant's obligation to manage the Property and to pay all common expenses, together with its right to retain all assessments collected, shall terminate. Declarant shall render an accounting of income and expenses incurred as may be required by law. Upon assignment by Declarant to the Association of the right to manage and operate the Association, the Association will be required to keep correct and complete books of account, and render a yearly accounting of income and expenses to its members.

Section 7.8 **Remedies of Association and Lien for Assessment.** Any assessment not paid within thirty (30) days after its due date bears interest at eighteen percent (18%) per annum or such other rate as may be from time to time determined by the Board. The Association may bring an action at law against the Owner personally obligated to pay such assessment, foreclose its lien against such Owner's Lot and improvements thereon or both. No Owner may waive or otherwise escape liability for the Association's assessments. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, may be the basis for money or other judgment and are secured by a lien on such Lot (and improvements thereon) in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article 7, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may record a notice of lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

Section 7.9 **Foreclosure.** The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes

of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency. Nothing herein shall be construed as a limitation on the right of Declarant or Developer to bid at any foreclosure sale pursuant to this Section 7.9.

Section 7.10 **Subordination of Lien.** The lien for the assessments provided in this Article is subordinate to the lien of any valid First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any First Mortgage, or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Owner personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from their lien. The Association shall endeavor to give any institutional encumbrancer of record thirty (30) days notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; provided that in no event shall such encumbrancer be subrogated to any rights of the Association with respect to the lien established hereby.

Section 7.11 **Homesteads.** By acceptance of a deed to any Lot, each Owner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead. Each Owner, by accepting the deed for a Lot is charged with actual or constructive notice of the lien provisions of this Declaration and the intent of this Declaration that the Lots and improvements thereon stand as security for certain obligations of the Owners under this Declaration. The lien created by this Declaration is deemed to relate back to the time of the filing of this Declaration and will be deemed a pre-existing lien for purposes of homestead and will prevail over the homestead rights of any Owner. The subordination of the lien for assessments to any First Mortgage provided in Section 7.10 of this Declaration shall not affect the relation back of the lien except only to the extent necessary to subordinate the lien to any valid First Mortgage.

Section 7.12 **Certificate.** Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certification signed by an officer of the Association setting forth whether the General Assessment and any Special Assessment or Specific Assessment have been paid and, if not, the unpaid balance(s).

ARTICLE 8: MASTER ASSOCIATION AND DECLARATION OF INCLUSION

Section 8.1 **Declaration of Inclusion.** This Declaration shall constitute a Declaration of Inclusion pursuant to Article II of the Master Declaration. From and after the date of this Declaration, the provisions of the Master Declaration shall apply to the Property and all Common Areas as if fully set forth herein, and the Property shall be deemed to be Annexed Territory as defined therein. All Lots are hereby classified as Residential Property (as defined in the Master Declaration) with a density of less than four (4) single-family residences per acre, and all Common Areas are hereby classified as Common Area (as defined in the Master Declaration).

Section 8.2 **Master Association.** In the event of a conflict between the terms and provisions of this Declaration and the Master Declaration, the terms and provisions of the Master Declaration shall control, provided, however, in the event any covenant or restriction set forth in this Declaration is more restrictive than a covenant or restriction set forth in the Master Declaration, the covenant or restriction set forth in this Declaration shall control. Each Owner, by the acceptance, of a deed or otherwise acquiring title to a Lot, does agree to satisfy all responsibilities and obligations as a Member of the Master Association, including the payment of such assessments, dues, fees and charges as shall be levied and collected in the manner described in Section 8.4 hereafter.

Section 8.3 **Membership in Master Association.** All Owners of Lots automatically become Members of the Master Association and are subject to the Articles of Incorporation, By-Laws, Master Declaration and the rules and regulations relating to the Master Association which are in effect from time to time. All of the Property subject to this Declaration from time to time shall constitute one Delegate District (as defined in the Master Declaration) to be known as the "Golfside Delegate District", and all of the Property shall further constitute one Phase of Development (as defined in the Master Declaration). The Board of Directors of the Association shall appoint a delegate and an alternate delegate to the Master Association, as provided in Article IV of the Master Declaration, which delegate and alternate delegate shall be a member of the Association. Such delegate and alternate delegate shall receive his or her instructions from the Board of Directors, which instructions shall be binding on such delegate or alternate.

Section 8.4 **Collection of Fees.** Pursuant to the Master Declaration, assessments are due and charges are levied by the Master Association, payment of which are secured by a lien on the Lot of an Owner. The Association shall collect all such fees and assessments from the Owners in addition to and as a part of the Association's assessment and remit such money to the Master Association.

Section 8.5 **Easements in Favor of Master Association.** The Association shall grant to the Master Association perpetual, non-exclusive easements and rights-of-way as shall be reasonably required by the Master Association for ingress, egress, utilities and maintenance.

ARTICLE 9: GENERAL PROVISIONS

Section 9.1 Operation. The covenants and restrictions of this Declaration are self-executing and will run with the Property and be binding upon all persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns. All deeds and contracts pertaining to the sale, transfer, lease, encumbering or other disposition of a Lot shall specifically contain a reference to the same being subject to the covenants and restrictions of this Declaration, provided that failure to include such references shall not obviate the provisions of this Section 9.1.

Section 9.2 Interpretation. Unless the context expressly requires otherwise: (i) use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; and (iv) the words "must", "should", and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce any of the terms or provisions of this Declaration.

Section 9.3 Enforcement. Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all covenants and restrictions and rules and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration, is the prevailing party in any litigation involving this Declaration, or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees (including attorneys' fees for trial and appellate proceedings), if any. If the Association is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Owner's Lot. Failure by the Association or by any Owner to enforce any covenant or restriction will not constitute a waiver of the right to do so at any time.

Section 9.4 Amendment. The Declarant may amend any and all provisions of this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to two (2) years after the date on which the Declarant shall have conveyed ninety percent (90%) of the Lots. On the first to occur of (a) two years after the Declarant shall have conveyed ninety percent (90%) of the Lots or (b) at such time as all Class B membership terminates, this Declaration may be amended, rescinded, or terminated: (i) on or before January 1, 1998, by an instrument executed by the Association with

the formalities from time to time required of a deed and signed by not less than the Owners of ninety percent (90%) of all Lots; and (ii) thereafter by an instrument so executed by the Association and signed by not less than the Owners of seventy-five percent (75%) of all Lots. No amendment is effective until recorded; and the Association's proper execution will entitle it to be publicly recorded, notwithstanding the informal execution by the requisite percentage of Owners. Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there is Class B membership unless 100% of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded. Notwithstanding anything to the contrary herein, by a majority vote, the Association may at any time, amend this Declaration where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal Home Loan Bank Board.

Section 9.5 Rights of Mortgagee. Any holder of any First Mortgage shall have the following rights:

9.5.1 During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association;

9.5.2 Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request;

9.5.3 Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies; and

9.5.4 To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that is required to be given to the Class A members of the Association under any provision of this Declaration, or the Articles or By-Laws of the Association.

Section 9.6 Variances. Until termination of the Class B membership, the absolute right and discretion is hereby reserved to the Declarant and thereafter reserved to the Association to grant variances with respect to individual Lots from the obligations of Articles 3 and 4 in cases where not to grant such variance would create hardship in the opinion of the Declarant or

the Board or where such variances would be in keeping with the spirit and intent of this Declaration and would not materially adversely affect any neighboring Lot or the Property as a whole. Such variances, if granted, shall be granted upon application to the Declarant or the Board by the Owner in writing setting forth in detail the variance requested and reasons therefor. Copies of each application for variance shall be forwarded (certified mail, return receipt requested) to each Owner of a Lot which adjoins or fronts on the Lot for which the variance is requested. If appropriate, any such variance shall be granted by the Declarant or the Board in writing, and shall be executed by the Declarant (or the Developer, on its behalf) or the Board and the Owner with the formalities of a deed and recorded in the Public Records of Pinellas County, Florida, to become effective. The Owner requesting a variance will be responsible for payment of all costs associated with processing a variance request whether or not the variance is granted.

Section 9.7 Severability. Invalidation of any particular provision of this Declaration, by judgment or court order will not affect any other provision or any valid portion of such invalid provision, all of which shall remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration, when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

Section 9.8 Assignment of Declarant's Rights to Developer. The Declarant has assigned its rights hereunder to the Developer, as its agent, and this Section 9.8 shall be deemed to be a written assignment pursuant to Section 1.7 hereinabove. Any Owner, Mortgagee, or other third party shall be permitted to rely on any document, approval, instrument, or certificate executed by the Developer, as agent for the Declarant, as if such document, approval, instrument, or certificate had been executed by the Declarant, without inquiry into the scope of the Developer's authority until and unless a termination of such assignment is executed by the Declarant and recorded in the Public Records of Pinellas County, Florida. The Declarant reserves the right to assign all or any portion of its rights and privileges under this Declaration, to any other person or entity who acquires all or any portion of the Property. No such assignment shall be effective prior to its recordation in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Declarant has duly executed this instrument on the day
and year first above written.

Witnesses:

DECLARANT:

LANSBROOK REALTY ASSOCIATES,
an Illinois general partnership

Laurel Parfack
Name: Laurel Parfack

Sue Anne McGrath
Name: Sue Anne McGrath

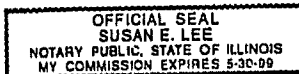
By: Marshall Eisenberg
Name: MARSHALL EISENBERG
Its: _____

Address: 200 West Madison Street
38th Floor
Chicago, Illinois 60606

STATE OF Illinois

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 28th day of
June, 1995, by MARSHALL EISENBERG, as _____ of
LANSBROOK REALTY ASSOCIATES, an Illinois general partnership, on behalf of such
partnership. He is personally known to me or has produced _____ as
identification.



(Notarial Seal)

Susan E. Lee
Notary Public
Printed Name Susan E. Lee
State of Illinois at Large
Commission No. _____
My commission expires: 5/30/99

CONSENT

The undersigned Lansbrook Development Corporation and Lansbrook Master Association, Inc., pursuant to that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lansbrook Master Association, Inc., dated the 14th day of June, 1988, and recorded in Official Record Book 6769, Page 799, et seq. of the Public Records of Pinellas County, Florida, hereby consent to the foregoing Declaration and the recordation thereof among the Public Records of Pinellas County, Florida.

**LANSBROOK DEVELOPMENT
CORPORATION, a Florida corporation**

By: [Signature]
Name: DAVID J. EVANS
Title: VICE PRESIDENT

Address: 4605 Village Center Drive
Palm Harbor, Florida 34685

**LANSBROOK MASTER ASSOCIATION,
INC., a Florida corporation not-for-profit**

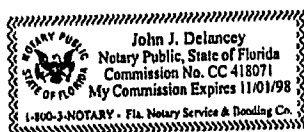
By: [Signature]
Name: FREDERICK J. BENNETT
Title: VICE PRESIDENT

Address: 4605 Village Center Drive
Palm Harbor, Florida 34685

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 29th day of June, 1995, by David J. Evans as V.P. of LANSBROOK DEVELOPMENT CORPORATION, a Florida corporation, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.



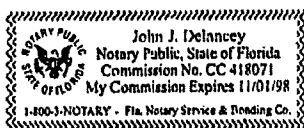
(Notarial Seal)

[Signature]
Notary Public
Printed Name John J. Delancey
State of FL at Large
Commission No. CC 418071
My commission expires: 11/1/98

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 29th day of June, 1995, by Frederick J. Bennett as V.P. of LANSBROOK MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of said corporation. He/She is personally known to me or has produced _____ as identification.



(Notarial Seal)

[Signature]
Notary Public
Printed Name: John J. Delancey
State of Florida at Large
Commission No. CC 418071
My commission expires: 11/1/98

07/07/95 13 22 1447

UDN: WOLFE

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7/07/95

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FROM: RUDNICK & WOLFE

DEPARTMENT OF STATE

101 E KENNEDY

STATE OF FLORIDA

SUITE 2000

409 EAST GAINES STREET

TAMPA FL 33602-0000

TALLAHASSEE, FL 32399

CONTACT: JUDITH E COVEY

FAX: (904) 922-4000

PHONE: (813) 229-2111

FAX: (813) 229-1447

((H95000007545))

DOCUMENT TYPE: FLORIDA NON-PROFIT CORPORATION

NAME: GOLFSIDE HOMEOWNERS ASSOCIATION, INC.

FAX AUDIT NUMBER: H95000007545

CURRENT STATUS: REQUESTED

DATE REQUESTED: 07/07/1995

TIME REQUESTED: 11:27:34

CERTIFIED COPIES: 1

CERTIFICATE OF STATUS: 0

NUMBER OF PAGES: 24

METHOD OF DELIVERY: FAX

ESTIMATED CHARGE: \$122.50

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TALLAHASSEE, FLORIDA

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

H9500007545

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FILED

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.

Prepared by:
John T. Diamandis
Florida Bar No. 0797677
Rudnick & Wolfe
101 E. Kennedy Blvd., Ste. 2000
Tampa, FL 33602
(813) 229-2111
JTD1397 06/19/95

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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.

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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

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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.

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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.

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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.

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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

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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

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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

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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.

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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.

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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;

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- 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

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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.

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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

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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 2

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.

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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

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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.

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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

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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:

Name

Address

David J. Evans

4605 Village Center Drive
Palm Harbor, Florida 34685

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Frederick J. Bennett

4605 Village Center Drive
Palm Harbor, Florida 34685

Robert M. Friend

4605 Village Center Drive
Palm Harbor, Florida 34685

ARTICLE 16

REGISTERED 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.

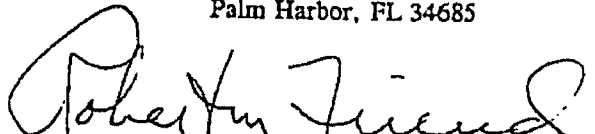
IN WITNESS WHEREOF, the undersigned incorporators have executed these Articles of Incorporation of Golfside Homeowners Association, Inc. as of the 29th day of June, 1995.


David J. Evans

Address: 4605 Village Center Drive
Palm Harbor, FL 34685


Frederick J. Bennett

Address: 4605 Village Center Drive
Palm Harbor, FL 34685

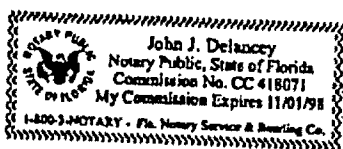

Robert M. Friend

Address: 4605 Village Center Drive
Palm Harbor, FL 34685

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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.

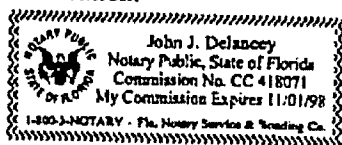


(Notarial Seal)

John J. Delaney
Notary Public
State of Florida at Large
Printed Name: John J. Delaney
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.



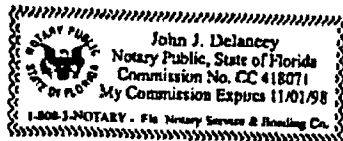
(Notarial Seal)

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

H9500007545

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)


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

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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. Bennett

Dated: _____

6/29/95

Address: 4605 Village Center Drive
Palm Harbor, FL 34685

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE 1

Identity

Section 1.1 General. These are the Bylaws of Golfside Homeowners Association, Inc., referred to hereinafter as the "Association". The Association is incorporated as a corporation not for profit under the laws of the State of Florida, Chapter 617, Florida Statutes, the original Articles of Incorporation (the "Articles") of which have been filed in the office of the Secretary of State of the State of Florida. The Association has been organized for the purpose of administering a development known as Golfside in Pinellas County, Florida, in accordance with that certain Declaration of Covenants, Conditions, Restrictions and Easements for Golfside at Lansbrook (the "Declaration") dated the 28 day of June, 1995 and recorded on June 29, 1995 in Official Records Book 9035 at Page 1263, et seq. of the Public Records of Pinellas County, Florida.

Section 1.2 Fiscal Year. The Association shall operate on a calendar year basis, beginning the 1st day of January and ending on the 31st day of December of each year.

Section 1.3 Seal. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation not for profit" and the year of incorporation.

Section 1.4 Name. The name of the Association is Golfside Homeowners Association, Inc.

Section 1.5 Principal Office. Initially, the principal office of the Association shall be located at 4605 Village Center Drive, Palm Harbor, Florida 34685. However, the Board of Directors, at any time and from time to time, may change the principal office of the Association to any other location in Pinellas County, Florida as the Board of Directors may, in their sole discretion, select.

ARTICLE 2

Definitions

The definition of words, phrases, names and terms as contained in the Articles, to the extent used in these Bylaws, are automatically and specifically incorporated herein by this reference the same as if they were fully set forth herein. All words, phrases, names and terms used in these Bylaws which are defined in the Articles shall have the same meaning and be used and defined the same herein as they are in the Articles.

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 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 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, these Bylaws, the Articles and the Rules and Regulations of the Association.

ARTICLE 4

Powers and Duties

The powers and duties of the Association shall be as set forth in the Declaration and the Articles, which are automatically and specifically incorporated herein by this reference the same as if they were fully set forth herein. Each amendment, if any, to the powers or duties of the Association as specified in the Declaration or the Articles shall be, by this reference, automatically incorporated herein the same as if fully set forth herein regardless of when the same may be adopted and made effective, including, without limitation, each amendment, if any, adopted at any time after the adoption of these Bylaws.

ARTICLE 5

Membership and Voting Rights

The qualifications for membership in the Association, the manner of admission to membership in the Association, the voting rights of members in the Association, and the limitations on such membership and voting rights shall be as set forth in the Declaration and the Articles, which, by this reference, are automatically and specifically incorporated into these Bylaws the same as if they were fully set forth herein. Each amendment, if any, to the Declaration and to the Articles having to do with membership or voting rights in the Association shall be, by this reference, automatically incorporated herein the same as if fully set forth herein, regardless of when the same may be adopted and made effective, including, without limitation, each amendment, if any, adopted at any time after the adoption of these Bylaws.

ARTICLE 6

Members and Meetings of Members

Section 6.1 Members. The Members of the Association shall be those parties as set forth in the Declaration. A Member's undivided share or interest in the Association and its assets shall not and cannot be transferred or hypothecated except as an appurtenance to his or her Lot and cannot be partitioned or subdivided or separated from the Lot to which it is appurtenant.

Section 6.2 Place of Meeting. Meetings of the Members shall be held at such suitable place in Pinellas County, Florida, convenient to the Members as may be designated by the Board of Directors. Specific actions of the Members may be taken by referendum of the Members conducted by mail, without a meeting, provided that such referendum is administered in accordance with the requirements of the Declaration and Section 6.9 of these Bylaws.

Section 6.3 Annual Meetings. The first annual meeting of the Members of the Association shall be held within one year of the date of incorporation of the Association, and each subsequent regular annual meeting of the Members of the Association shall be held each year thereafter in the month of November. At the annual meeting, the Members shall elect Directors and may transact such business of the Association as may properly come before them. The time, place and date of all meetings shall be set by the Directors, and the Directors, by majority vote, may change the date of the annual meeting.

Section 6.4 Special Meetings. Special meetings of the Members may be called by the President of the Association, and the President of the Association must call a special meeting of the Members upon the request in writing of a majority of the Board of Directors or at the

request in writing of the Class B Member or, after Turnover, at the request in writing of one-fourth (1/4) of the total votes of the Class A Members. Such requests shall state the purpose or purposes of the proposed meeting. No business shall be transacted at a special meeting except as stated in the Notice.

Section 6.5 Notice of Meetings. It shall be the duty of the Secretary to give notice of each meeting of the Members, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his or her address as it appears in the membership book of the Association, or if no such address appears, at his or her address as last specified for such Member, at least fourteen (14) days, but not more than forty-five (45) days, prior to such meeting. Such notice shall be given by United States mail, postage prepaid, or by receipted hand delivery. The date of mailing of a notice in the manner provided in this Section shall be considered the date of notice for purposes of the foregoing period.

Section 6.6 Waiver of Notice. Before or after any meeting any Member may waive notice of the meeting in writing and such waiver shall be deemed the equivalent of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the member specifically objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6.7 Quorum. Except as otherwise provided in the Declaration and these Bylaws, the presence in person or by proxy of the Members representing one-third (1/3) of the total vote of the Association shall constitute a quorum.

Section 6.8 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person, or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting so adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 6.9 Voting. There may be multiple classes of voting membership as set forth in the Declaration. At every meeting of the Members, the Members present, either in person or by proxy, shall have the right to vote as set forth in the Declaration and the Articles (except for the right of any Member or Members present in person or by proxy who has been suspended as provided in the Declaration, the Articles, these Bylaws or the Rules and Regulations). The provisions of the Declaration regarding the classes and regarding the votes appurtenant to each class are, by this reference, automatically and specifically incorporated herein the same as if they were fully set forth herein. Each amendment, if any, to the Declaration having to do with the classes of Members or the votes appurtenant to each class of Member shall be, by this reference, automatically incorporated herein the same as if fully set forth herein regardless of when the same may be adopted and made effective, including, without limitation, each amendment, if any, adopted at any time after the adoption of these Bylaws. The vote of the majority of those votes

present, in person or by proxy (including, in the aggregate, the votes of the Class A Members and the Class B Member; provided, however, that after Turnover, the same shall include only the votes of the Class A Members), shall decide any question brought before a meeting at which a quorum is present and shall constitute official action by the Members of the Association, or the vote of the majority of those Members (including, in the aggregate, Class A Members and, until Turnover, the Class B Member) responding to a mail referendum administered in accordance with the requirements of Section 6.5 hereof shall decide any question presented to the Members by such mail referendum and shall constitute official action by the Members of the Association, unless, the foregoing provisions for meetings or mail referenda notwithstanding, the question is one upon which, by express provisions of statute, or of the Declaration or of the Articles, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. Nothing contained herein shall be construed in derogation of the rights of the Class B Member, including but not limited to the right of the Class B Member to approve, in its sole discretion, amendments to the Declaration and the Articles.

Section 6.10 Proxies. A Member may appoint any person as a proxy. All proxies shall be in writing, signed by the Member voting by proxy and filed with the Secretary at least twenty-four (24) hours before any meeting or meetings for which the proxy was given before the proxy may vote. Proxies shall be valid only for the particular meeting or meetings specified therein. If a Lot is owned jointly by two or more co-owners, and if the said co-owners have not designated one (1) of them as the voting Member, then a proxy, to be valid, must be signed by all such co-owners. Anything herein to the contrary notwithstanding, every proxy shall automatically cease upon sale, transfer, demise, or other disposition by the Member of such Member's Lot.

Section 6.11 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as all transaction occurring thereat. The order of business at all annual or special meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of the minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors (if election to be held).
- (g) Unfinished business.
- (h) New business.

Roberts' Rules of Order (latest edition) shall govern Members meetings when not in conflict with the Declaration or the Articles and these Bylaws of the Association.

Section 6.12 Action Without a Meeting. Any action required by law to be taken at a meeting of Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE 7

Termination of Membership

Subject to the provisions of Section 10.4 of the Articles, the termination of membership in the Association shall not relieve or release any such former member from any liability or obligations incurred pursuant to or in accordance with the provisions of the Declaration, the Articles, these Bylaws or the Rules and Regulations or arising as a result of membership in the Association or ownership of a Lot during the period of such membership in the Association. Further, the termination of membership in the Association shall not impair any rights or remedies which the Association may have against such former Member arising out of or in any way connected with membership in the Association (or the duties and obligations arising from such membership) prior to termination.

ARTICLE 8

Board of Directors

Section 8.1 Number and Qualification. The affairs of the Association shall be governed and managed by a Board of Directors. The number of directors which shall constitute the Board of Directors shall not be less than three (3) nor more than nine (9). The exact number of directors shall be determined by vote of the Board of Directors, provided, however, it must be an odd number. Directors need not be Members of the Association.

Section 8.2 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.

Section 8.3 Removal of Directors. Any director may be removed with or without cause by (a) prior to Turnover, by the Class B Member, and (b) after Turnover, by a majority of the votes, in the aggregate, of the Class A Members cast at a valid meeting of the Members. A special meeting of the Members may be called for that purpose by the Class B Member prior to Turnover or, after Turnover, by one-fourth (1/4) of the Class A Members by notice stating the purpose of the special meeting. The vacancy in the Board of Directors so created shall be filled by the Class B Member, prior to Turnover, and thereafter by majority vote, in the aggregate, of the Class A Members present at the meeting at which the vacancy was created or at the annual meeting of the Members or at a special meeting called for such purpose.

Section 8.4 Filling of Vacancies. Except as to vacancies caused by removal of directors as hereinabove provided, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by majority vote of the remaining directors.

Section 8.5 Past President as Ex-Officio Member of the Board of Directors. In addition to the directors of this Association, as set forth in Section 8.1 of these Bylaws, the immediate past President of the Association shall become an ex-officio member of the Board of Directors for the year immediately following his term of office as President, but he or she shall not be entitled to vote, unless said immediate past President remains on the Board of Directors by virtue of his or her unexpired term as a director or re-election to the Board of Directors.

Section 8.6 Compensation. Subject to the provisions of the Articles, no compensation shall be paid to directors for their services as directors. However, a director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a director.

ARTICLE 9

Election of Directors; Nominations Committee

Section 9.1 Election of Directors.

9.1.1 Directors - Election Prior to Turnover. Notwithstanding any provision to the contrary herein contained, until Turnover, the Developer, as the Class B Member, shall have the sole right to nominate, vote upon and elect or remove the members of the Board of Directors. The balance of the provisions in this Article 9 shall apply only subsequent to Turnover and not prior to Turnover.

9.1.2 Directors - Election Subsequent to Turnover. Subsequent to Turnover, i.e., at such time as the Class B Member is converted to a Class A Member, 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 9.6 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 the Articles, each Member shall be entitled to vote in any election of directors subsequent to Turnover as provided in Section 9.6 hereof. Each Member, unless suspended as hereinabove provided, shall be entitled to vote for as many nominees as there are vacancies to be filled.

Section 9.2 Nominations Committee. Nominations for election to the Board of Directors may be made by a Nominations Committee which may be one of the standing committees of the Association, as set forth in Article 14 of these Bylaws, and such committee shall have those duties and functions set forth in this Article 9; subject, however, to the right of the Members to nominate persons for membership on the Board of Directors at the meeting at which such election of directors is held.

Section 9.3 Nominations by Nominations Committee. The Nominations Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies on the Board of Directors that are to be filled at the ensuing election. Nominations shall be placed on written ballots as provided in Section 9.5 of these Bylaws prepared by the Nominations Committee and shall be delivered to the Secretary of the Association at least twenty-one (21) days in advance of the date of the meeting of the Members of the Association at which directors are to be elected. Such ballots shall thereafter be sent by the Secretary of the Association to all the Members in accordance with the notice provisions of the Declaration at least fourteen (14) days in advance of the date of the meeting of the Members of the Association at which directors are to be elected.

Section 9.4 Nominations at Meeting. Notwithstanding that nominations for election to the Board of Directors shall be made by the Nominations Committee as set forth in Section 9.3 of these Bylaws, at the meeting of the Members of the Association at which directors are to be elected, the Members present at such meeting shall be entitled to nominate any Members of the Association for election to the Board of Directors in addition to those persons who have been nominated by the Nominations Committee. No such nominations made by Members at such meeting shall be effective unless seconded by another Member present at such meeting.

Section 9.5 Ballots. All elections to the Board of Directors shall be made on written ballots which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominations Committee for such vacancies; and (c) contain a space for a write-in vote by the Members for each vacancy. Each Member shall receive as many ballots

as such Member has votes. Notwithstanding that a Member may be entitled to several votes, such Member shall exercise on any one ballot only one vote for each vacancy shown thereon.

Section 9.6 Vote at Meeting. All voting for directors of the Association shall be by written ballot and may be as follows:

9.6.1 In Person or By Proxy at Meeting. All Members of the Association and their proxies, present and entitled to vote at the meeting at which such election of directors is held shall be entitled to vote at such meeting by delivery to the Secretary of the Association, of either (i) the completed written ballot delivered to each Member in accordance with Section 9.3 of these Bylaws or (ii) a completed substitute ballot provided by the Secretary of the Association at the meeting at which such election of directors is held.

9.6.2 Return of Ballot by Members Only. All Members, but not their proxies, not present at such meeting at which directors are elected shall be entitled to vote by return of the written ballot delivered to such Members by the Secretary of the Association in accordance with these Bylaws. The returned ballot must be received by the Secretary of the Association not later than 5:00 p.m. on the day that is two (2) days prior to the date of the meeting at which such election is to take place.

9.6.3 No Double Voting. Notwithstanding that each Member shall have two (2) methods by which to vote for directors, as set forth in Sections 9.6.1 and 9.6.2 of these Bylaws, each Member or proxy shall only be entitled to vote under one (1) of the methods of voting, as aforesaid, and shall not be entitled to vote more than the number of votes such Member has for each vacancy in the Board of Directors to be filled at such election.

Section 9.7 Election Procedure. All voting procedures and the vote tabulation in connection with the election of directors shall be administered by an Election Committee, if established by the Board, or by the Secretary of the Association.

Section 9.8 Election: Vote Tabulation. Upon receipt of the written ballots from the Members or their proxies present at the meeting at which directors are to be elected, the Secretary of the Association shall do the following:

9.8.1 Tabulate Votes. Tabulate all of the votes of the Members and proxies present at the meeting and entitled to vote, and all of the votes received by the Secretary of the Association pursuant to Section 9.6.2 of these Bylaws.

9.8.2 Announce Directors. Announce the names of the directors elected by the membership of the Association.

Section 9.9 Secrecy. The aforesaid election and vote tabulation procedures shall be undertaken by the Secretary of the Association in such a manner that the vote of any Member or proxy shall not be disclosed to any person.

ARTICLE 10

Powers and Duties of the Board of Directors

Section 10.1 Powers and Duties, Generally. All of the powers and duties of the Association as are, respectively, conferred and imposed upon it pursuant to Chapter 617 of the Florida Statutes, the Declaration, the Articles and these Bylaws shall be exercised by and through the Board of Directors.

Section 10.2 Specific Powers and Duties. The Board of Directors shall, in addition to those general and specific powers and duties as are, respectively, conferred and imposed upon the Association as set forth in Article 4 of these Bylaws, have the following specific powers and duties:

10.2.1 Call Meetings. To call special meetings of the Members whenever it deems necessary.

10.2.2 Keep Records. To cause to be kept a complete record of all of its acts and all affairs of the Association, including specifically, but without limitation, financial records and accounts in accordance with Article 16 of these Bylaws.

10.2.3 Elect Officers, Etc. In accordance with Section 13.2 of these Bylaws, to elect all officers of the Association, and with respect to such officers prescribe such duties as the Board of Directors may deem expedient.

10.2.4 Hire and Fire Employees, Agents and Contractors. To hire and fire such employees, agents and contractors of the Association, as it deems necessary to carry out and discharge the duties and responsibilities of the Association including, without limitation, a manager or executive director of the Association who may not be an elected officer or director of the Association, in accordance with the terms and provisions of any contracts of employment or agency between the Association and such employees or agents, and with respect to such employees and agents to prescribe their duties and fix their compensation as the Board of Directors may deem expedient; all subject, however, to the provisions of the Articles.

10.2.5 Supervise Officers, Etc. To supervise and direct all officers, employees and agents of the Association, and to see that their duties are properly performed.

10.2.6 Approve Budget. To cause to be prepared, and to receive, review and approve budgets for costs and expenses incurred, or to be incurred, (a) in connection with the upkeep and maintenance of the Common Property and (b) in connection with the performance of all other duties of the Association as set forth in the Declaration, the Articles and these Bylaws.

10.2.7 Prepare Membership Roster. To prepare a roster of all Members and their Lots and the status of all assessments applicable thereto, which shall be kept at the offices of the Association and be open to inspection by any Member in the presence of an officer or other employee of the Association designated by the Board of Directors at any reasonable time during normal business hours.

10.2.8 Adopt Rules and Regulations. To adopt, publish and enforce the Rules and Regulations governing the use of the Common Property and the facilities incident thereto and the personal conduct of the Members and their guests thereon, as more particularly set forth in the Declaration.

10.2.9 Require Bonding. To require and cause, at the expense of the Association, all or any officers or employees or contractors of the Association having fiscal responsibilities for the Association to be bonded, as the Board of Directors may deem appropriate.

10.2.10 Exercise Powers and Discharge Duties. To generally exercise all powers, rights and privileges of the Association and to generally discharge all duties, obligations and responsibilities of the Association, as the same are conferred by and imposed in the Declaration, the Articles or these Bylaws, and to take any action which it deems necessary or advisable in connection therewith.

10.2.11 Prepare Financial Reports. To prepare a detailed report of the acts, accounts and statements of income and expense for the previous year, and present same in accordance with Section 16.7 hereafter.

10.2.12 Pay Taxes. To pay taxes or assessments or other charges against the property of the Association.

10.2.13 Handle Deposits. To determine the depositories for the funds of the Association.

10.2.14 Assess and Collect Assessments. Assess and collect all assessments pursuant to the Declaration to defray expenses of operating and maintaining the development.

10.2.15 Exercise Enforcement Authority. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Board of Directors. Such rights may also be suspended after notice and hearing for infraction or violation of any of the covenants, conditions, restrictions, easements, reservations, terms or provisions of the Declaration, the Articles, these Bylaws or the published Rules and Regulations of the Association for the period of such infraction or violation plus an additional period not to exceed sixty (60) days after the termination of such infraction or violation.

ARTICLE 11

Meetings of the Board of Directors

Section 11.1 All Business. The business and affairs of the Association may be transacted by the Board of Directors at any regular or special meeting.

Section 11.2 Regular Meeting. A regular meeting of the Board of Directors shall be held in November of each year immediately following and at the same place as the annual meeting of the Members of the Association; provided, however, that the Board of Directors may, by resolution, change the day, date, hour and frequency of holding such regular meeting from time to time as the business of the Association may require. Once established by resolution, notice of any such regular meeting shall not be required.

Section 11.3 Special Meeting. Special meetings of the Board of Directors shall be held when called by the President or by a majority of directors after not less than three (3) days' notice to each director, except that such notice requirement may be waived as provided in Section 11.5 hereof.

Section 11.4 Majority Vote. Matters approved by a majority vote of the directors present at a meeting of the Board of Directors at which a quorum is present shall constitute official action of the Board of Directors, except as may be otherwise specifically provided or required by the terms and provisions of the Declaration, the Articles or these Bylaws.

Section 11.5 Waiver of Notice and Consent. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed by the Secretary of the Association with the corporate records of the Association and made a part of the minutes of the meeting. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice

by him or her of the meeting and consent to the meeting, unless he or she objects at the beginning of the meeting to the lack of notice.

Section 11.6 Action Taken Without a Meeting. The directors shall 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 the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 11.7 Quorum. A majority of the members of the Board of Directors from time to time shall constitute a quorum thereof. If at any meeting of the Board of Directors there shall be less than a quorum present, the majority of those directors present may adjourn the meeting from time-to-time until a quorum is present. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by a majority of those directors present at the time of adjournment.

Section 11.8 Open Meeting. Any meeting of the Board of Directors of the Association shall be open to all Members of the Association for purposes of observation. The Secretary or the Secretary's designee shall give notice of each Board of Directors meeting to each Member of record at his or her address as it appears on the membership book of the Association, or if no such address appears at his or her address as last specified by such Member, prior to any such meeting. Such notice shall be given by United States mail, pre-paid, or by hand-delivery. Such notice shall be deemed given and received three (3) days after deposit in United States mail in accordance with the foregoing sentence or the day of hand-delivery to the residence of the Member. Member participation at Board of Directors meeting may or may not be permitted within the sole and absolute discretion of the Board of Directors.

Section 11.9 Minutes. Except as otherwise provided in these Bylaws, minutes of all meetings of the Board of Directors and any committee thereof shall be kept in a business-like manner and shall be available for inspection by any director or Member of the Association at any reasonable time during normal business hours. The Secretary of the Association shall keep the minutes of all meetings of the Board of Directors.

Section 11.10 Presiding Officer. The presiding officer at all meetings of the Board of Directors shall be the President of the Association and in his or her absence the Vice President shall preside. In the absence of the President or Vice President, the directors present at such meeting shall designate a presiding officer from among themselves.

ARTICLE 12

Parliamentary Rules

All meetings of the Members of the Association and all meetings of the Board of Directors of the Association shall be governed by the latest edition of Roberts' Rules of Order; provided, however, that if such rules of order are in conflict with any terms or provisions of the Declaration, the Articles or these Bylaws, then the applicable terms and provisions of the Declaration, the Articles or these Bylaws shall control.

ARTICLE 13

Officers

Section 13.1 Officers. The day to day business and 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 determine. 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. All officers of the Association must be members of the Board of Directors.

Section 13.2 Election. Except as provided in Article 8 of the Articles with respect to the designation of the initial officers of the Association, the officers shall be elected by the directors of the Association from among themselves by majority vote at a meeting of the directors held immediately following the termination of the annual meeting of the Members at which the directors are elected.

Section 13.3 Term. All officers 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.

Section 13.4 President. The President of the Association shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and shall sign all notes, contracts, leases, mortgages, deeds and all other written instruments required to be executed by or on behalf of the Association.

Section 13.5 Vice President. The Vice President of the Association shall perform all the duties of the President in the absence of the President and shall have such other duties as may from time to time be imposed upon him by the Board of Directors.

Section 13.6 Secretary. The Secretary of the Association shall be the Secretary of the Board of Directors. The Secretary shall record the votes and keep or cause to be kept the minutes of all meetings of the Board of Directors and Members of the Association in a minute book or books to be kept for that purpose; shall keep all other records of the Association; shall see that all notices are duly given as required by law and as provided in accordance with the Declaration, the Articles, these Bylaws or the Rules and Regulations of the Association; shall record in a book kept for that purpose the names of all Members of the Association together with their addresses as filed by such Members; shall together with the President or Vice President sign all notes, contracts, leases, mortgages, deeds and all other written instruments (other than checks) executed by or on behalf of the Association; and shall, in general, perform all duties incident to the office of Secretary and such duties as from time to time may be assigned by the President or imposed by the Board of Directors.

Section 13.7 Treasurer. The Treasurer of the Association shall receive and deposit in appropriate bank accounts of the Association all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements of funds made in the ordinary course of business of the Association conducted within the limits of the budget adopted by the Board of Directors. Further, the Treasurer shall sign all checks of the Association along with either the President, Vice President, or Secretary; provided that in the Treasurer's absence any two of the other officers may sign checks. Additionally, the Treasurer shall keep or cause to be kept proper books of account of the Association; shall supervise and assist in the preparation of an annual budget and other financial statements of the Association; shall establish adequate reserves in accordance with the Declaration and as required by law; may select and utilize, with the approval of the Board of Directors a Certified Public Accountant for the Association; and shall, in general, perform all duties incident to the financial affairs of the Association, and such other duties as may from time to time be assigned by the President or imposed by the Board of Directors.

ARTICLE 14

Committees

Section 14.1 Standing Committees. The only standing committee of the Association required to be established shall be the Architectural Control Committee established pursuant to the Declaration. The Board of Directors may also in its discretion establish and make appointments to other committees of the Association, which may include a Budget Committee, Nominations Committee, Maintenance Committee, and such other committees as it deems necessary or desirable in order to facilitate the operation of the Association and to fulfill the duties and functions of the Association.

Section 14.2 Appointment of Committee Chairpersons and Members. If the Board of Directors elects to establish a committee, the Chairpersons and members of each standing committee of the Association shall be appointed by the Board of Directors at each annual meeting to serve (unless earlier terminated by action of the Board of Directors) from the close of such annual meeting until the close of the next annual meeting, and such appointments shall be announced at each such annual meeting.

Section 14.3 Subcommittees. Unless otherwise required by the Board of Directors, any committee of the Association shall have power to appoint one or more subcommittees from among its membership and may delegate to any such subcommittee any of such committee's powers, duties and functions.

Section 14.4 Receipt of Complaints. In addition to the duties prescribed for each of the standing committees of the Association, it shall be the duty of each of the standing committees to receive complaints from Members of the Association on any matter involving Association functions, duties and activities within such committee's area of responsibility. Each standing committee shall dispose of complaints as it deems appropriate or refer any complaint to such other committee, director or officer of the Association as is further concerned with the matter presented in any such complaint.

Section 14.5 Architectural Control Committee. Notwithstanding anything to the contrary set forth in or otherwise implied or inferred from the Declaration, the Articles or these Bylaws, the Architectural Control Committee created and established pursuant to Article 4 of the Declaration shall not be a committee of the Association nor shall it be in any manner whatsoever affiliated with or responsible to the Association, except upon Turnover, as set forth in the Declaration, or earlier at the option of the Developer, at which time, and only at which time, the architectural control functions reserved to the Developer in the Declaration shall be delegated and assigned by the Developer to the Association and thereafter, the Association, acting by and through the Board of Directors, shall appoint and replace from time to time all members of the Architectural Control Committee in accordance with the terms and provisions of the Declaration. Members of the Architectural Control Committee shall not be required to be Owners or Members.

ARTICLE 15

Transactions in Which Directors or Officers are Interested

Section 15.1 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.

Section 15.2 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 15.1 of these Bylaws.

Section 15.3 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 16

Fiscal Management

Section 16.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 16.2 Accounting Methods. The Association shall use the accrual basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection in accordance with Section 17.1 of these Bylaws. Written summaries of the accounting records shall be prepared by the Treasurer and shall be made available at least annually to the Members of the Association. Such records shall include, but not be limited to, a record of all receipts and expenditures, and an accurate account for each Lot which shall designate the name and address of the owner thereof, the amount of the Regular Assessments and all other assessments, if any, assessed against or charged to such Lot the

amounts and due dates for payment of same, and the amounts paid upon the account and the balance due thereunder.

Section 16.3 Assessments. All assessments, regardless of type shall be fixed, assessed, levied, enforced and collected in accordance with, and pursuant to, the terms and provisions of the Declaration.

Section 16.4 Budget. The Board of Directors shall adopt an annual budget for the Association and establish assessments based on such budget as provided herein, in the Declaration, and in the Articles.

Section 16.5 No Deficit Spending. The Board of Directors shall not be required to anticipate revenue from any assessments nor to expend funds to pay any expense of the Association not budgeted or which shall exceed budgeted items, and further the Board of Directors shall not be required to engage in any deficit spending. Should there exist any deficiency as a result of Association expenses exceeding monies received from assessments for such expenses, then such deficits shall be carried into the Association's next succeeding year's budget as a deficiency or shall be the subject of a Special Assessment, but only in accordance with and pursuant to the Declaration.

Section 16.6 Deposit of Funds. The monies of the Association, whether collected by assessments or otherwise, shall be deposited in accounts in such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such officers as are authorized pursuant to Article 13 of these Bylaws. All sums collected by the Association from assessments or any other source may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors; provided, however, that all reserve funds shall be maintained as, and deposited in, a separate bank account, and shall be used only for the purpose or purposes for which such reserve fund is created and maintained.

Section 16.7 Financial Statements. Financial statements of the Association, including, without limitation, a statement of income and expenses and a balance sheet shall be made annually by the Treasurer or by an auditor, accountant or Certified Public Accountant selected by the Treasurer and approved by the Board of Directors in accordance with Section 13.7 of these Bylaws, and a copy thereof shall be furnished to each Member of the Association not later than the first day of April of the year following the year for which the statements are prepared.

ARTICLE 17

Books and Records

Section 17.1 Accounting Records. All accounting records of the Association shall be open to inspection by Members of the Association or their respective authorized representatives at reasonable times in the presence of an officer of the Association designated by the Board of Directors. Such authorization as a representative of a Member must be in writing and signed by the person giving such authorization and dated not more than sixty (60) days prior to such inspection.

Section 17.2 Other Books, Etc. Subject to the discretion of the Board of Directors to have any of such records of the Association kept, temporarily or permanently, at the offices of accountants and/or attorneys representing the Association from time to time; all books, records, minutes and papers of the Association shall be kept by the Association at the offices of the Association and shall at all times, during reasonable business hours, be subject to the inspection of any Member in the presence of an officer of the Association designed by the Board of Directors.

ARTICLE 18

Compliance and Default

Section 18.1 Violations. In the event of a violation (other than the non-payment of an assessment or a violation specified in the Declaration as not requiring notice or requiring a specified shorter period of notice) by a Member of any of the provisions of the Declaration or of the Articles, these Bylaws, or the Rules and Regulations of the Association, the Association, through its Board of Directors, may, in addition to any other remedies or sanctions provided in the Declaration, the Articles, these Bylaws or the Rules and Regulations, notify the violating Member by written notice in accordance with Article 19 of these Bylaws of such violation and demand that such violation cease and be discontinued immediately and direct that any damages or injury caused thereby be immediately repaired or corrected at the sole cost and expense of the violating Member. If such violation shall continue for a period of thirty (30) days from date of such notice as aforesaid, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, the Articles, these Bylaws or the Rules and Regulations of the Association, as appropriate, and the Association may then, at its option, elect to undertake any of the rights provided to the Association in the Declaration, the Articles or these Bylaws, including, without limitation, the following:

18.1.1 Action at Law. The Association may undertake an action at law against the violating Member to recover for damages suffered by or on the Association or its Members; and/or

18.1.2 Action in Equity: Specific Performance. The Association may undertake an action in equity against the violating Member to enforce specific performance on the part of the violating Member; and/or

18.1.3 Action in Equity: Injunctive Relief. The Association may undertake an action in equity against the violating Member for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Section 18.2 Emergency Action. Notwithstanding the foregoing provisions of this Article 18, any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the violating Member as a Specific Assessment in accordance with the terms and provisions of the Declaration and these Bylaws.

Section 18.3 Non-Payment of Assessments. In the event of non-payment of assessments pursuant to the Declaration, the Association, through its Board of Directors, shall be entitled to exercise all of the rights conferred upon the Association in the Declaration, including, without limitation, the right to impose, collect, enforce and foreclose any lien for assessments in accordance with the terms and provisions of the Declaration.

Section 18.4 Negligence or Carelessness of Member. Each Member shall be liable for the costs and expenses incurred by the Association for any maintenance, repair or replacement rendered necessary by said Member's acts, neglect or carelessness or by that of the Member's family, guests, employees, agents or tenants, but only to the extent that such expense is not met by the proceeds of any insurance carried by the Association. Such liability shall include, without limitation, any increase in insurance rates occasioned by the use, misuse, occupancy or abandonment of any Lot or any Common Property or the appurtenances thereto. Nothing herein contained, however, shall be construed so as to constitute any waiver by any insurance company of its rights of subrogation. The costs and expenses for any maintenance, repair or replacement required, as provided in this Section 18.4, shall be charged to said Member as a Specific Assessment pursuant to the Declaration.

Section 18.5 Costs and Attorneys Fees. In any proceeding arising because of an alleged default by a Member under the Declaration, or the Articles, these Bylaws or the Rules and Regulations of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including costs (including, without limitation, charges for paralegal, expert, investigative and word processing services) and

reasonable attorneys' fees on appeal, as may be determined by the Court or other body having jurisdiction over the proceeding.

Section 18.6 No Waiver of Rights. The failure of the Association or of any Member to enforce any right, provision, covenant or condition which may be granted by the Declaration, the Articles, these Bylaws or the Rules and Regulations of the Association shall not constitute a waiver of the right of the Association or any Member to enforce such right, provision, covenant or condition in the future.

Section 18.7 Election of Remedies. All rights, remedies and privileges granted to the Association or any other party pursuant to any terms, provisions, covenants, conditions, restrictions, easements, reservations or assessments of the Declaration, the Articles, these Bylaws or the Rules and Regulations of the Association, or at law or in equity, shall be deemed to be cumulative and the exercise of any one (1) or more of the same shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from exercising such other and additional rights, remedies or privileges as may be granted by the Declaration, the Articles, these Bylaws or the Rules and Regulations of the Association, whether the exercise of any of same be at law or in equity or both.

ARTICLE 19

Notice

Section 19.1 Notice to Members. Except as may be specifically provided to the contrary in these Bylaws, any notice required or permitted to be given to a Member pursuant to the provisions of these Bylaws shall be deemed to have been properly delivered and given when delivered to the Owner's Lot, whether said Owner personally receives said notice or not, or on the second day after being placed in the first class United States mail, postage prepaid, or sent by commercial express courier, such as Federal Express, Purolator, Airborne, etc., to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. In the case of co-owners, any such notice may be delivered or sent to any one of the co-owners and shall be deemed to be and constitute delivery on all such co-owners. If a Member wishes to use an address for notices and other mailings in connection with the Declaration, the Articles, these Bylaws or the Rules and Regulations other than the Member's Lot, then within fourteen (14) days after becoming a Member of the Association or at such other times as a Member shall change his address, each Member shall file with the Secretary of the Association, in writing, a statement of the mailing address to which such Member wishes all notices and other mailings, statements, or other communications sent. Such address may be changed from time to time by such Member upon a proper filing of a revised statement by such Member in accordance with this Section 19.1.

Section 19.2 Notice to Association. Any notice required or permitted to be given to the Association shall be deemed to have been properly delivered two (2) days after being placed in the first class United States mail, postage prepaid, certified mail, return receipt requested, or sent by commercial express courier, such as Federal Express, Purolator, Airborne, etc., to the address furnished by the Association or to the address of its principal place of business.

Section 19.3 Notice to the Developer. Any notice required or permitted to be given to the Developer shall be deemed to have been properly delivered two (2) days after being placed in the first class United States mail, postage prepaid, certified mail, return receipt requested, or sent by commercial express courier, such as Federal Express, Purolator, Airborne, etc., to the address furnished by the Developer to the Association or the address of its principal place of business.

Section 19.4 Affidavit. The affidavit of an officer or authorized agent of the Association declaring under penalty or perjury that a notice has been mailed to any Member at the address shown on the records of the Association, or otherwise in accordance with these Bylaws, shall be deemed conclusive proof of the delivery of such notice, whether or not such notice is actually received.

ARTICLE 20

Paramount Rights of Developer; Conflicts

Section 20.1 Paramount Rights of Developer. With respect to any rights, privileges or powers reserved by, conferred upon or granted to the Developer or the Declarant pursuant to the Declaration, all of the terms and provisions of these Bylaws shall be subject thereto, and the covenants, conditions, restrictions, easements, reservations, assessments, terms and provisions of the Declaration shall be deemed to be paramount to any provisions of these Bylaws or any amendments hereto.

Section 20.2 Conflicts. In the case of any conflict between the Articles and these Bylaws, the terms and provisions of the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the covenants, conditions, restrictions, easements, reservations, assessments, terms and provisions of the Declaration shall control.

ARTICLE 21

Amendments

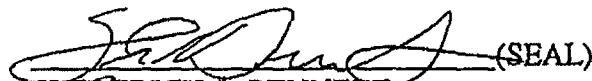
Section 21.1 Vote of Directors. These Bylaws may be changed, amended, modified or repealed, and any new Bylaws of the Association may be adopted, only by resolution approved by at least two-thirds (2/3) of the members of the Board of Directors at a regular or special meeting of the Board of Directors duly called for such purpose or by written consent of all of the directors in accordance with Section 11.6 of these Bylaws.

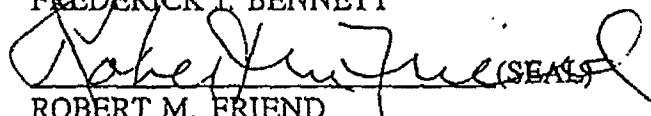
Section 21.2 Limitations on Amendment. Notwithstanding anything to the contrary set forth in the Declaration, the Articles or these Bylaws of the Association, these Bylaws may not be changed, amended, modified or rescinded in any fashion or respect which would result in any change, amendment, modification, diminution or elimination of, or otherwise affect the rights, privileges or benefits accruing hereunder to the Developer or the Declarant without first receiving the prior written consent and approval of the Developer and the Declarant and such other of these parties as may be affected by any such amendment to these Bylaws or whose rights, privileges, benefits or interest may be adversely or otherwise affected by any such amendment to these Bylaws.

Section 21.3 Instrument of Amendment. Any resolution of the Board of Directors amending, modifying or repealing any provisions of, or adding any provisions to, these Bylaws shall identify the particular Articles and Sections affected and set forth the exact language of such modification, amendment, or addition, or of the provisions repealed. A copy of each such resolution, certified by the Secretary of the Association, shall be placed in the record books of the Association, and a copy thereof shall be delivered to each Member of the Association in accordance with the provisions of Section 19.1 of these Bylaws.

IN WITNESS WHEREOF, we, being all of the initial directors of GOLFSIDE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands and seals this 29 day of June, 1995, as evidence of the adoption of these Bylaws by the initial Board of Directors of GOLFSIDE HOMEOWNERS ASSOCIATION, INC.


DAVID J. EVANS (SEAL)


FREDERICK I. BENNETT (SEAL)


ROBERT M. FRIEND (SEAL)

GOLF SIDE

THAT PORTION OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

DESCRIPTION

[illegible]

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA
COUNTY OF PINELLAS

IT IS HEREBY CERTIFIED THAT
BY THE BOARD OF COUNTY COMMISSIONERS
THIS 27 DAY OF NOV

APPROVED _____
COUNTY ENGINEER

ATTEST _____
KARLENE F. DE BLAKER, CLERK

APPROVED FOR RECORD
CELLAS, FORMER,
DEPUTY CLERK

SURVEYOR'S CERTIFICATE

1. THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY CERTIFY THAT ON 4-12-93, THIS PROPERTY WAS SURVEYED AND THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA, THEREBTO APPOINTING, AND THAT THIS PLAT COMPLES WITH SECTION 177.001 OF THE LAWS OF THE STATE OF FLORIDA PERTAINING TO MATERIALS AND COMPOSITION.



GARY L. COMBEY
FL. REG. SURVEYOR NO. 2597

DEDICATION

[illegible]

OWNER

LANSBROOK REALTY ASSOCIATES
AN ILLINOIS GENERAL PARTNERSHIP

Wanda S. E. EISENBERG
TRUSTEE / PARTNER
PRINT NAME

Witness: Quinn Patrick
Witness: Quinn Zimmerman

Witness Print Name: Teresa L. Birch
Witness Print Name: Quinn Zimmerman

ACKNOWLEDGEMENT

STATE OF MINNESOTA

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MRS. SHARLE E. EISENBERG AS TRUSTEE/PARTNER OF LANSBROOK REALTY ASSOCIATES, AN ILLINOIS GENERAL PARTNERSHIP, AND HAS PROVIDED AS IDENTIFICATION AND KNOWN TO ME TO BE THE PERSON EXECUTING THE FOREGOING DEDICATION AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET OUT THEREIN AND DID (AND NOT) TAKE AN OATH.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27th DAY OF MARCH, 1965

STATE OF ILLINOIS AT LARGE

NAME OF NOTARY (PRINTED OR STAMPED)

OFFICIAL SEAL
JOHN CHAN
NOTARY PUBLIC STATE OF CALIFORNIA
MY COMMISSION EXPIRES 6/28/2015

CERTIFICATE OF APPROVAL OF COUNTY CLERK

KARLEN E. DE BLAVER, CLERK OF THE CIRCUIT COURT OF HEMLOCK COUNTY, ALASKA, HEREBY CERTIFIES THAT THE ABOVE-NAMED PERSONS ARE THE STATUTES OF ALASKA, PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN THE PUBLIC RECORDS OF HEMLOCK COUNTY, ALASKA, THIS 19TH DAY OF April, 1957, at 11:45 A.M.

Witness My Hand and Seal of Office this 19th day of April, 1957.

KARLEN E. DE BLAVER, CLERK
HEMLOCK COUNTY, ALASKA

Mary Jane Nichols
DEPUTY CLERK
Suzanne Macmurchy

RESOLUTION OF PARTIAL VACATION ON

SUBOMSON HAS BEEN RECORDED IN

ON 4.24 2001

Genl of the Circuit Court

RESOLUTION OF PARTIAL VACUATION OF CHILDREN

SUBMISSION HAS BEEN RECORDED IN

on 4-23 2000

of Spaulding County.

CUMBIE & FAIR, INC.

CLEARWATER, FLORIDA 34622
(813) 797-8982

J.N. 0798

SHEET 1 OF 1



GOLFSIDE

THAT PORTION OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

LEGEND

- (N) RADIAL LINE
- (M) MONUMENT
- (O) OVERALL DISTANCE
- (P) PERMANENT REFERENCE MONUMENT
- (R) RIGHT OF WAY
- (S) SURVEY
- (T) TOWNSHIP
- (U) UTILITY
- (V) VARIATION
- (W) WEST
- (X) EXISTING
- (Y) YARD
- (Z) ZONE

SCALE 1" = 50'



CURVE TABLE

LINE	CHORD	TANGENT	CHORD BEG.	CHORD END.
1	10.00	1.57	10.00	1.57
2	20.00	3.14	20.00	3.14
3	30.00	4.71	30.00	4.71
4	40.00	6.28	40.00	6.28
5	50.00	7.85	50.00	7.85
6	60.00	9.42	60.00	9.42
7	70.00	10.99	70.00	10.99
8	80.00	12.56	80.00	12.56
9	90.00	14.14	90.00	14.14
10	100.00	15.71	100.00	15.71
11	110.00	17.28	110.00	17.28
12	120.00	18.85	120.00	18.85
13	130.00	20.42	130.00	20.42
14	140.00	21.99	140.00	21.99
15	150.00	23.56	150.00	23.56
16	160.00	25.13	160.00	25.13
17	170.00	26.70	170.00	26.70
18	180.00	28.27	180.00	28.27
19	190.00	29.84	190.00	29.84
20	200.00	31.41	200.00	31.41
21	210.00	32.98	210.00	32.98
22	220.00	34.55	220.00	34.55
23	230.00	36.12	230.00	36.12
24	240.00	37.69	240.00	37.69
25	250.00	39.26	250.00	39.26
26	260.00	40.83	260.00	40.83
27	270.00	42.40	270.00	42.40
28	280.00	43.97	280.00	43.97
29	290.00	45.54	290.00	45.54
30	300.00	47.11	300.00	47.11
31	310.00	48.68	310.00	48.68

CURVE TABLE

LINE	CHORD	TANGENT	CHORD BEG.	CHORD END.
32	10.00	1.57	10.00	1.57
33	20.00	3.14	20.00	3.14
34	30.00	4.71	30.00	4.71
35	40.00	6.28	40.00	6.28
36	50.00	7.85	50.00	7.85
37	60.00	9.42	60.00	9.42
38	70.00	10.99	70.00	10.99
39	80.00	12.56	80.00	12.56
40	90.00	14.14	90.00	14.14
41	100.00	15.71	100.00	15.71
42	110.00	17.28	110.00	17.28
43	120.00	18.85	120.00	18.85
44	130.00	20.42	130.00	20.42
45	140.00	21.99	140.00	21.99
46	150.00	23.56	150.00	23.56
47	160.00	25.13	160.00	25.13
48	170.00	26.70	170.00	26.70
49	180.00	28.27	180.00	28.27
50	190.00	29.84	190.00	29.84
51	200.00	31.41	200.00	31.41
52	210.00	32.98	210.00	32.98
53	220.00	34.55	220.00	34.55
54	230.00	36.12	230.00	36.12
55	240.00	37.69	240.00	37.69
56	250.00	39.26	250.00	39.26
57	260.00	40.83	260.00	40.83
58	270.00	42.40	270.00	42.40
59	280.00	43.97	280.00	43.97
60	290.00	45.54	290.00	45.54
61	300.00	47.11	300.00	47.11
62	310.00	48.68	310.00	48.68

LINE TABLE

LINE	CHORD	TANGENT	CHORD BEG.	CHORD END.
63	10.00	1.57	10.00	1.57
64	20.00	3.14	20.00	3.14
65	30.00	4.71	30.00	4.71
66	40.00	6.28	40.00	6.28
67	50.00	7.85	50.00	7.85
68	60.00	9.42	60.00	9.42
69	70.00	10.99	70.00	10.99
70	80.00	12.56	80.00	12.56
71	90.00	14.14	90.00	14.14
72	100.00	15.71	100.00	15.71
73	110.00	17.28	110.00	17.28
74	120.00	18.85	120.00	18.85
75	130.00	20.42	130.00	20.42
76	140.00	21.99	140.00	21.99
77	150.00	23.56	150.00	23.56
78	160.00	25.13	160.00	25.13
79	170.00	26.70	170.00	26.70
80	180.00	28.27	180.00	28.27
81	190.00	29.84	190.00	29.84
82	200.00	31.41	200.00	31.41
83	210.00	32.98	210.00	32.98
84	220.00	34.55	220.00	34.55
85	230.00	36.12	230.00	36.12
86	240.00	37.69	240.00	37.69
87	250.00	39.26	250.00	39.26
88	260.00	40.83	260.00	40.83
89	270.00	42.40	270.00	42.40
90	280.00	43.97	280.00	43.97
91	290.00	45.54	290.00	45.54
92	300.00	47.11	300.00	47.11
93	310.00	48.68	310.00	48.68

LINE TABLE

LINE	CHORD	TANGENT	CHORD BEG.	CHORD END.
94	10.00	1.57	10.00	1.57
95	20.00	3.14	20.00	3.14
96	30.00	4.71	30.00	4.71
97	40.00	6.28	40.00	6.28
98	50.00	7.85	50.00	7.85
99	60.00	9.42	60.00	9.42
100	70.00	10.99	70.00	10.99
101	80.00	12.56	80.00	12.56
102	90.00	14.14	90.00	14.14
103	100.00	15.71	100.00	15.71
104	110.00	17.28	110.00	17.28
105	120.00	18.85	120.00	18.85
106	130.00	20.42	130.00	20.42
107	140.00	21.99	140.00	21.99
108	150.00	23.56	150.00	23.56
109	160.00	25.13	160.00	25.13
110	170.00	26.70	170.00	26.70
111	180.00	28.27	180.00	28.27
112	190.00	29.84	190.00	29.84
113	200.00	31.41	200.00	31.41
114	210.00	32.98	210.00	32.98
115	220.00	34.55	220.00	34.55
116	230.00	36.12	230.00	36.12
117	240.00	37.69	240.00	37.69
118	250.00	39.26	250.00	39.26
119	260.00	40.83	260.00	40.83
120	270.00	42.40	270.00	42.40
121	280.00	43.97	280.00	43.97
122	290.00	45.54	290.00	45.54
123	300.00	47.11	300.00	47.11
124	310.00	48.68	310.00	48.68

27 LOTS

PREPARED BY:
CLUMBEY & FAIR, INC.
CLEARWATER, FLORIDA 34623
(813) 797-8822

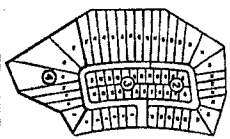
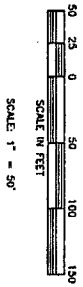
SEE SHEET 4 OF 4 FOR NOTES

SHEET 2 OF 4



THAT PORTION OF SECTION 28, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA

GOLFSIDE



LINE TABLE:

LINE	BEARING	DISTANCE
1	N 89° 59' 59" E	1.0000
2	S 89° 59' 59" E	1.0000
3	N 89° 59' 59" E	1.0000
4	S 89° 59' 59" E	1.0000
5	N 89° 59' 59" E	1.0000
6	S 89° 59' 59" E	1.0000
7	N 89° 59' 59" E	1.0000
8	S 89° 59' 59" E	1.0000
9	N 89° 59' 59" E	1.0000
10	S 89° 59' 59" E	1.0000
11	N 89° 59' 59" E	1.0000
12	S 89° 59' 59" E	1.0000
13	N 89° 59' 59" E	1.0000
14	S 89° 59' 59" E	1.0000
15	N 89° 59' 59" E	1.0000
16	S 89° 59' 59" E	1.0000
17	N 89° 59' 59" E	1.0000
18	S 89° 59' 59" E	1.0000
19	N 89° 59' 59" E	1.0000
20	S 89° 59' 59" E	1.0000
21	N 89° 59' 59" E	1.0000
22	S 89° 59' 59" E	1.0000
23	N 89° 59' 59" E	1.0000
24	S 89° 59' 59" E	1.0000
25	N 89° 59' 59" E	1.0000
26	S 89° 59' 59" E	1.0000
27	N 89° 59' 59" E	1.0000
28	S 89° 59' 59" E	1.0000
29	N 89° 59' 59" E	1.0000
30	S 89° 59' 59" E	1.0000
31	N 89° 59' 59" E	1.0000
32	S 89° 59' 59" E	1.0000
33	N 89° 59' 59" E	1.0000
34	S 89° 59' 59" E	1.0000
35	N 89° 59' 59" E	1.0000
36	S 89° 59' 59" E	1.0000
37	N 89° 59' 59" E	1.0000
38	S 89° 59' 59" E	1.0000
39	N 89° 59' 59" E	1.0000
40	S 89° 59' 59" E	1.0000
41	N 89° 59' 59" E	1.0000
42	S 89° 59' 59" E	1.0000
43	N 89° 59' 59" E	1.0000
44	S 89° 59' 59" E	1.0000
45	N 89° 59' 59" E	1.0000
46	S 89° 59' 59" E	1.0000
47	N 89° 59' 59" E	1.0000
48	S 89° 59' 59" E	1.0000
49	N 89° 59' 59" E	1.0000
50	S 89° 59' 59" E	1.0000
51	N 89° 59' 59" E	1.0000
52	S 89° 59' 59" E	1.0000
53	N 89° 59' 59" E	1.0000
54	S 89° 59' 59" E	1.0000
55	N 89° 59' 59" E	1.0000
56	S 89° 59' 59" E	1.0000
57	N 89° 59' 59" E	1.0000
58	S 89° 59' 59" E	1.0000
59	N 89° 59' 59" E	1.0000
60	S 89° 59' 59" E	1.0000
61	N 89° 59' 59" E	1.0000
62	S 89° 59' 59" E	1.0000
63	N 89° 59' 59" E	1.0000
64	S 89° 59' 59" E	1.0000
65	N 89° 59' 59" E	1.0000
66	S 89° 59' 59" E	1.0000
67	N 89° 59' 59" E	1.0000
68	S 89° 59' 59" E	1.0000
69	N 89° 59' 59" E	1.0000
70	S 89° 59' 59" E	1.0000
71	N 89° 59' 59" E	1.0000
72	S 89° 59' 59" E	1.0000
73	N 89° 59' 59" E	1.0000
74	S 89° 59' 59" E	1.0000
75	N 89° 59' 59" E	1.0000
76	S 89° 59' 59" E	1.0000
77	N 89° 59' 59" E	1.0000
78	S 89° 59' 59" E	1.0000
79	N 89° 59' 59" E	1.0000
80	S 89° 59' 59" E	1.0000
81	N 89° 59' 59" E	1.0000
82	S 89° 59' 59" E	1.0000
83	N 89° 59' 59" E	1.0000
84	S 89° 59' 59" E	1.0000
85	N 89° 59' 59" E	1.0000
86	S 89° 59' 59" E	1.0000
87	N 89° 59' 59" E	1.0000
88	S 89° 59' 59" E	1.0000

56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000
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CURVE TABLE:

[illegible]

LEGEND:

(R)	MATERIAL LINE
(B)	EASEMENT LINE USE AS NOTED
O/A	OVERALL DISTANCE
O.R.	OFFICIAL RECORDS BOOK
D	DEMANDANT REFERENCE MONUMENT FOUND L167607 4° X4°
U	UNITED STATES REFERENCE MONUMENT SET L167607 4° X4°
■	POINT OF BEGINNING
P.O.B.	POINT OF BEGINNING
●	POINT OF BEGINNING
N.Y.	NEW YORK STATE REFERENCE MONUMENT SET L167607 4° X4°
EAST	EASTERN HEMISPHERE

NOTES:

1. BEARINGS SHOWN HEREIN ARE BASED ON THE EXISTING LOT OF SECTION 26, TOWNSHIP 37 SOUTH, RANGE 18 EAST. SUE LUE BEARNS N 01°24'50" W.
2. CONSERVATION EASEMENT CONTIGUOUS WITH THE NORTH OF RETURNING THE ARCADES SECTION HEREIN HAS CONSERVATION EASEMENTS IN AN ESSENTIALLY NATURAL CONDITION, AND PRESUMED TO CHAPTER 70-06, FLORIDA STATUTES, 1980. THE FOLLOWING ACTS AND ACTIVITIES ARE EXPRESSLY PROHIBITED WITHIN THE AREAS DESCRIBED HEREIN AND ANY THEREIN: A. CONSTRUCTION OF ANY STRUCTURE OR MATERIALS ON OR ABOVE THE GROUND.
 - A. CONSTRUCTION OR PLACING OF UTILITIES, DRAINAGE FACILITIES,
 - B. INSTALLATION AREAS, OR THE PLANTING OF VEGETATION,
 - C. MINERAL EXCAVATION, OR THE REMOVAL OF WASTE WHICH IS IN VIOLATION OF THE EASEMENT.
 - D. PLACEMENT, REMOVAL, OR RESTRICTION OF TREES, SHRUBS OR OTHER PLANTING, OR OTHER REMOVAL OF MATERIAL.
 - E. EXCAVATION OR OTHER REMOVAL OF MATERIAL.
3. EASEMENT TO REMAIN IN AN ESSENTIALLY NATURAL CONDITION, AND TO BE MAINTAINED AS SUCH. THE EASEMENT SHALL BE MAINTAINED AS SUCH THROUGHOUT THE TERM OF THE EASEMENT. CONSERVATION, EROSION CONTROL, SOIL CONSERVATION, OR FISH AND WILDLIFE HABITAT PRESERVATION.
4. THE FOLLOWING RIGHTS ARE CONVEYED TO PINELLAS COUNTY BY THIS EASEMENT: TO ENTER UPON THE PROPERTY AT REASONABLE TIMES TO ENFORCE THE RIGHTS HEREIN GRANTED UPON PRIOR NOTICE TO THE PROPERTY OWNER AT THE TIME OF SUCH ENTRY.
5. UTILITY AND DRAINAGE EASEMENT USE RESTRICTIONS: NO PERMANENT PRIVATE STRUCTURES, INCLUDING MASONRY OR CONCRETE BLOCK FENCES, ARE TO BE LOCATED WITHIN THE EASEMENT. THE EASEMENT SHALL BE MAINTAINED AS SUCH THROUGHOUT THE TERM OF THE EASEMENT. CONSERVATION, EROSION CONTROL, SOIL CONSERVATION, OR FISH AND WILDLIFE HABITAT PRESERVATION.
6. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAY THAT MAY BE FOUND AT THE POLICE RECORDS OF THIS COUNTY.
7. THE LANDSCAPE EASEMENT REFLECTED ON THIS PLAY SHALL BE CONVEYED BY RECORDING THIS INSTRUMENT TO THE LANDSCAPE EASEMENT RECORDS OF THE PINELLAS COUNTY RECORDS. THE LANDSCAPE EASEMENT RECORDS SHALL BE MAINTAINED WITHIN SUCH EASEMENT.

CUMBNEY & FAIR, INC.

7 LOTS

LN. 079B SHEET 40

Legal Descriptions – Lots 1 through 63, Golfside Plat Book 113 Page 1 through 4	
Walsh, James E. III and Jerri R.	
Lot 1, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Bogdanov, Maxim and Marina	
Lot 2, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Miller, Gerald W.	
Lot 3, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Mould, Michael and Lee	
Lot 4, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Lenz, Garrett Ignatius and Katherine Mary Dunbar	
Lot 5, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Pullos, Christopher A. and Megan Ann	
Lot 6, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Landis, David A.	
Lot 7, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Price, Kimberly and McGarrity, James	
Lot 8, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Lunacsek, Orsolya E.	
Lot 9, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Eidschun, Keith Edward	
Lot 10, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Leva, Furey A. and Mikayla A.	
Lot 11, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Shaker, Sameh	
Lot 12, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
McConnell, Michael A. and Elizabeth Cooke	
Lot 13, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Toner, Terri Jo	
Lot 14, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Grover, Inderd and Uma	
Lot 15, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Chiang, Feng and Yung, Kuei-Miin	
Lot 16, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Rein, Tim and Cooley, Amanda	
Lot 17, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	

Tanskyv, Yuriy and Liliya	Lot 18, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
PRIVATE RESIDENT	
Lot 19, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Dieffenthaler, Andre A. and Suzanne E.	
Lot 20, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Babbitt, James E. and Nanci E.	
Lot 21, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Harrison, Joseph R. and Nicole	
Lot 22, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Nelson, Paul W. and Naomi	
Lot 23, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Abrams, Mark Douglas and Sagl-Abrams, Nancy Leigh	
Lot 24, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Caban, Alberto Luis Torres	
Lot 25, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Harris, Brian T.	
Lot 26, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
McConnell, Diana	
Lot 27, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Treichel, Eric S. and Mary R.	
Lot 28, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
PRIVATE RESIDENT	
Lot 29, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Anyaugo, Ugonna and Jennifer	
Lot 30, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Sample, Christopher R. and Danielle	
Lot 31, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Klinger, Jeffrey P. and Massiel	
Lot 32, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Maola, Chad and Crystal	
Lot 33, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	
Timlin, Gerald J. and Mary P	
Lot 34, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL	

Long, Timothy A. and Stephanie M.	Lot 35, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Shikarpuri, Narinjan	Lot 36, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Troka, Alketa and Bernard	Lot 37, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Murray, Mark Kevin and Surachanee	Lot 38, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Nelson, Paul W. and Naomi M.	Lot 39, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Clark, Robert Shane	Lot 40, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
DSM FAMILY TRUST DATED 09.28.26 and Rekiel, Debra, as Trustee	Lot 41, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Medynec, Nelson and Leslie	Lot 42, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Zheng, Wen Sheng	Lot 43, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Yordanov, Boyan and Delieva, Mariya S.	Lot 44, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Thomas, Steven D. and Anne Marie K.	Lot 45, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Gorddard, Jeffrey P. and Beth E.	Lot 46, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Ferrel, Micheria Bell and Jaron Andre	Lot 47, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Ardron, Adam C. and Marybeth Rokor	Lot 48, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Weathers, Phillip Martin and Lindsay E.	Lot 49, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Foreman, Christine M.	Lot 50, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Derosa, Michael and Kimberly	Lot 51, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL

Carrel, Shelly	Lot 52, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Nelson, Paul W. and Naomi M.	Lot 53, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Gianola, Robert John and Gianola, Rosalia	Lot 54, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Houston, Heather and David	Lot 55, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Nelson, Paul W. and Naomi M.	Lot 56, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Good Construction Group, LLC	Lot 57, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Weskerna, Robert	Lot 58, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Feldman, Alan Mark	Lot 59, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Ahmed, Nawal	Lot 60, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Cabral, Kristen and Jay	Lot 61, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Mage, Steven and Natalie	Lot 62, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL
Nickolson, Robert Steven	Lot 63, Golfside, according to the Plat recorded in Plat Book 113, Pages 1-4, inclusive, of the Public Records of Pinellas County, FL