

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHANGRI-
LA HOME OWNERS ASSOCIATION OF LARGO, INC.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC. ("Declarant") is made this 26th day of March, 2010, by the membership of the Shangri-La Home Owners Association of largo, Inc., a Florida not for profit corporation, whose address is 250 Rosery Road NW, Largo Florida 33770.

RECITALS

- A. Declarant owns certain real property located in Pinellas County, Florida, as more fully described on exhibit "A" attached hereto and incorporated herein by this reference.
- B. Declarant desires to preserve and enhance the values and quality of life in the property and the health, safety and welfare of the residents thereof, and to provide for maintenance of common areas and improvements for the benefit of the Property.
- C. Declarant has incorporated a nonprofit corporation to which are delegated the powers of and responsibility for maintaining and administering, certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments hereafter levied.

ARTICLE I

DEFINITIONS

Section 1. When used in this Declaration, the following words shall have the following meanings.

a.	"Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the Amended Articles are attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.
b.	"Association" shall mean and refer to the Shangri-La Home Owners Association of Largo, Inc. a Florida not for profit corporation and its successors and assigns.

c.	“Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.
d.	“Bylaws” shall mean and refer to the Bylaws of the Association. A copy of the Amended Bylaws is attached as Exhibit “C” to this Declaration. The Bylaws may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.
e.	“Common Expense” shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance, and improvement of the Common Property and for any reserves from time to time established by the Board.
f.	“Common Property” shall mean and refer to the real and personal property from time to time intended to owned, operated and maintained by the Association, and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Property shall include, but not be limited to roads, easement areas which are held by the Association as grantee, the community hall, office, laundry rooms, pool, community park areas, streets and sidewalks.
g.	“Declarant” shall mean and refer to the Shangri-La Home Owners Association of Largo, Inc. a Florida not for profit corporation and its successors and assigns.
h.	“Declaration” shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Shangri-La Homeowners Association of Largo, Inc. as amended or supplemented.
i.	“Development” shall mean the entire community including all Units and the Common Property as described on Exhibit “A” attached hereto.
j.	“Lot” shall mean and refer to each residential building site created by any recorded plat of the “Development”.
k.	“Member” shall mean and refer to each member of the Association as provided in Article II, Section 2.
l.	“Owner” shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Unit in the Development.
m.	“Unit” shall mean and refer to a Lot and single-family residence located on the Lot.

ARTICLE II

THE ASSOCIATION

Section 1.	<p><u>The Association.</u></p> <p>The Association is a nonprofit Corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required, or permitted to be done by this Declaration, the Articles, or the Bylaws and to do and perform any and all acts which may be necessary or proper for, or incidental to the exercise of any duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Development. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be Members of the Association.</p>
Section 2.	<p><u>Membership</u></p> <p>Each Owner shall be a member of the Association. The Association membership of each owner shall be appurtenant to, and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot. No one may have an ownership interest in more than two (2) Lots at the same time.</p>
Section 3.	<p><u>Voting Rights</u></p> <p>There shall be but one (1) vote for each Unit. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes from that lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that that Owner was acting with the authority and consent of all the other Owners of that Unit. Each vote in the Association must be cast as a single vote. Fractional votes shall not be allowed.</p> <p>In order to vote, an Owner must be in good standing with the Association, which is defined as one whose monthly assessments and fees are not 90 days overdue and who is not in violation of any provision of this Declaration, Bylaws, or of the Association's Rules and Regulations.</p>

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

The Association and each owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

a.	Right of way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and
b.	Rights and easement to and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association, or law.

ARTICLE IV

INSURANCE

The Board shall obtain for insurable improvements on the Common Property, or on any easement benefiting the Owners or the Association; public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents; Directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insured's, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a common Expense. The Association may self-insure against any risk.

ARTICLE V

ASSESSMENTS

Section 1. Lien and Personal Obligation, Nonpayment.

a.	<u>Assessments.</u> Each owner agrees to pay to the Association: (i) annual assessments or charges; (ii) special assessments; and (iii) individual assessments. Said assessments shall be fixed, established and assessed as herein provided. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who had an ownership interest at the time the assessment fell due. No owner may avoid assessment obligations.
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b.	<p><u>Delinquent Assessments.</u></p> <p>If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Unit as to which assessment accrued. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by Mortgage of an institutional lender. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Unit in the hands of the then Owner and of each subsequent Owner.</p>
c.	<p><u>Late Fees.</u></p> <p>If the delinquent assessment or installment thereon is not paid within (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Unit by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorney's fees, such fees and collection costs to be recoverable whether or not suit is brought. The owner shall also be required to pay the Association any assessments against the Unit.</p>

Section 2. Purpose

The assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property and to any other purpose deemed desirable or appropriate by the Board, including without limitation any one of the following:

a.	Payment of Association operating expenses;
b.	Lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Development;
c.	Operation, maintenance, repair and management of any clubhouse, park and recreational facilities constituting the Common Property;

d.	Payment, of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property and to contest or compromise all those taxes.
e.	Operation, management, insurance, replacement, repair, beautification and improvement of the Common Property and any easement areas benefiting the Association;
f.	Repayment of any deficits previously incurred by the Association;
g.	Procurement and maintenance of insurance;
h.	Employment of accountants, attorneys and other professionals to represent or advise the Association;
i.	Doing anything necessary or desirable in the judgment of the Board to keep the Development neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards or otherwise to benefit the Owners.

Section 3. Determination of Annual Assessments

a.	<p><u>Operating Budget</u></p> <p>At least twenty-one (21) prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including without limitation operational items, operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvements, budget items approved by the Board under subsection (b) below.</p>
b.	<p><u>Reserve Budget</u></p> <p>Each year, the Board shall approve a reserve budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual reserve contribution in an amount sufficient to meet the projected capital needs of the Association on timely basis. The annual reserve contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a) above.</p>

c.	<p><u>Adoption of Operating Budget and Annual Assessments</u></p> <p>The Association shall post and mail or hand-deliver to each Member at least (21) days prior to the end of the Association's current fiscal year a copy of the capital budget, operating budget and assessments approved by the Board to be levied for the next fiscal year. The annual assessments for each year may be increased by the Board without meeting by an amount not to exceed five percent (5%) over and above the assessments for the preceding year, and such increase and associated operating budget shall not require the approval of the membership. In the event the assessment exceeds five percent (5%) over and above the assessments for the preceding year, then such proposed increase shall require a vote of two-thirds (2/3) the voting interests who are voting in person or by proxy, at a meeting duly called for this purpose. If the membership fails to approve the operating budget for the succeeding which proposes an increase in excess of five percent (5%) or if the Board fails to propose a budget then, the budget and assessments for the preceding year shall continue in effect until a new budget is determined.</p>
d.	<p><u>Allocation of Annual Assessments among Lots</u> Increases or decreases in the operating Budget of the Association or special assessments shall be assessed against all Owners of Units in the Development in an equal dollar amount per Lot.</p>

Section 4. Special Assessments

a.	<p><u>Special Assessments</u></p> <p>In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or any other purpose deemed desirable or appropriate by the Board; Provided, however, that any such special assessment shall have the approval of those voting in person or by proxy a meeting duly called for said purpose and meeting the requirements for a quorum as set forth in the By-Laws.</p>
b.	<p><u>Individual Assessment</u></p> <p>The Board may levy an individual assessment against any Owner and that Owners' Unit in order to cover costs incurred by the Association due to that Owner's failure to maintain its Unit pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property or easement area</p>

caused by that Owner or his tenant, agent, contractor or guest and not covered by insurance, or for any other purpose not expressly permitted by this Declaration.
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Section 5 Certificate

Upon request, the Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Article VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control.

All Units in the Development are subject to architectural review in accordance with this Article. No change or alteration to the exterior of any existing structure or improvement, including change in color scheme, or to any existing landscaping shall be allowed without prior written approval by the Board of Directors.

Section 2 Enforcement.

Should the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or no judicial proceedings are involved, shall be collectible from the Owner. Should an Owner fail to comply with the requirements hereof after thirty (30) days written notice, the Association shall have the right but not the obligation to enter upon the Owners property to make such corrections or modifications as are necessary, or remove any thing in violation of the provisions here and charge the cost thereof to the Owner as an individual assessment. The Association, or its agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Unit for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

Article VII

MAINTENANCE

Section 1. Association Responsibility.

The Association shall maintain and keep in good condition and repair the Common Property and other improvements from time to time located there on.

The Association shall provide water and sewer service, garbage and trash disposal, and lawn and landscaping service. Further, the Association will maintain all common areas including streets, street lights, sidewalks, recreation facilities, park areas, laundry areas, community hall, office and maintenance shop.

Section 2. Owner's Responsibility

Each Owner shall maintain the Unit and planters located on the Lot in good and presentable condition and repair. This shall include, without limitation, exterior painting, repair of all wood and concrete, keeping planters free of weeds and trimming bushes. Bushes in front of windows must be no higher than the window-sills of the Unit. If an owner plans to be away for more than thirty (30) days, he or she must make arrangements for the care and trimming of his or hers planters at his or her own expense.

Owners must notify the Board of any situation within their Unit, which may cause or lead to harm of other Units or Common Property, including, without limitation, any plumbing problems. The Board reserves the right to enter any Unit for suspected or anticipated harm to other Units or to Common Property.

Owners shall make no alterations to Common Property, including planting of fruit trees, vegetables, or fruit bearing shrubbery.

Article VIII

OVER 55 COMMUNITY

In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person at least 55 years of age or older must be a permanent occupant of each Unit while any other person occupies said Unit. Persons between the ages of 18 and 55 years of age or older may occupy and reside in a Unit as long as one of the occupants is age 55 or older. Persons under the age of 18 shall not occupy a Unit on a permanent basis but may occupy a Unit on a temporary basis, not to exceed twenty-eight (28) days in any calendar year.

The requirement of the occupancy of Unit by at least one person 55 years of age or older shall not apply to a surviving spouse of a Unit Owner who was 55 years of age or older, nor to any person who acquires ownership of a unit by inheritance or devise, provided that said exception shall not be permitted in any situation where it would result in having less than 80% (or the minimum as may be established by law from time to time) of Units in the community having less than one resident 55 years of age or older.

It is the intent of this provision that the community comply with Fair Housing Laws, as the same be amended from time to time, which currently require that at least 80% of the occupied Units at all time have at least one resident 55 years of age or older. In order to comply with this law, the Association may require any occupant provide a copy of a driver's license or birth certificate or other proof of age sufficient under the law. The Board of Directors shall establish policies and procedures for the purpose of insuring that the forgoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for exemption from the laws.

Article IX

RESTRICTIVE COVENANTS

The Development shall be subject to the following Covenants and Restrictions which shall bind each Owner and Unit:

Section 1. Rules and Regulations

Reasonable rules and regulations promulgated by the Board of Directors, after notice and meeting to discuss, as to the use and enjoyment of the Development, shall be observed by the Owners and occupants thereof. Such rules and regulations may augment or clarify the terms of this Declaration or any term, Covenant, or Restriction herein contained.

Section 2. Obnoxious or Offensive Activity

No activity or use shall be allowed upon the Development which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or guests, which interferes with the peaceful possession and proper use and enjoyment of the Development, nor shall any improper, unsightly, offensive or unlawful use be made of any Unit or Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Development shall be used, enjoyed, and occupied in such manner as not to cause or produce any of the following effects discernible outside any Unit; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke, noxious, toxic, or corrosive fumes or gases;

Obnoxious odors; dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners.

Section 3. Leases and Transfers

Owners shall not rent their Unit for at least one year after they acquire it. Units shall be used for single-family residential purposes only. Owners may rent or lease Units one (1) time in any twelve (12) month period commencing the first day of the rental period.

Prospective Owners and tenants shall be subject to approval by the Board prior to the lease or transfer of ownership.

The Association shall have the right to enforce this Declaration and its rules and regulations against tenants and the Owners, and the Owner shall be responsible for all actions of its tenants.

Section 4. Animals

No animals, livestock, or poultry, shall be raised, bred, or kept anywhere within the Development except for two cats. Pet fish and birds may be kept without limitation but shall not be commercially raised. Attack dogs are prohibited, and the Board of Directors, in its sole discretion, may prohibit certain other breeds of dog which are deemed dangerous.

No pet shall be kept outside of the Unit. All pets must be carried or kept on a leash when outside a Unit. Pet's owner shall pick up and remove any animal waste deposited by his or her pet (s).

Pets shall not cause any unreasonable nuisance or annoyance to other residents.

The Board of Directors may require any pet to immediately and permanently removed from the Development due to a violation of this article or any rules regarding pets.

Section 5 Vehicles

All motor vehicles operated or parked within the Development must be licensed for street operation. No commercial vehicles are allowed except for delivery and service vehicles. For purposes of this provision "commercial vehicles" shall mean cars, trucks, or any other motorized vehicles, and trailers that may be attached thereto, which are used primarily for business and not personal purposes.

All vehicles parked in the Development must be in good operating condition, and no vehicle which cannot operate on its own shall not remain in the Development more than forty-eight (48) hours. No vehicle shall be repaired, serviced, rebuilt or constructed upon the Development. Car washing is allowed in designated areas only.

Motorcycles, motor scooters, mopeds, go-carts, golf carts, and all-terrain vehicles may only be operated in the Development when such vehicles are duly licensed, tagged, and insured for public street use, equipped with proper muffling equipment and do not create an unreasonable annoyance to other residents. Lights are required on all such vehicles when ridden after dark in the Development.

Section 6 Parking

The community is restricted to one (1) parking space per Unit. Arrangements must be made and confirmed in writing to secure off street parking for a second vehicle. Each vehicle must have a parking sticker, which is available at the office.

Residents owning vehicles must utilize their designated space or carport except for cleaning and/or repair of carport, when visitors' spaces may be used. Vehicles in carports shall not obstruct or extend over the sidewalk or street.

Street parking is strictly prohibited except for emergency, delivery, and service vehicles.

Visitors' cars must be parked in designated areas only.

Motor homes, campers, and travel trailers too large to fit a parking space may park on 6th Street for a period of not more than forty-eight (48) hours.

No Boats shall be parked anywhere in the community.

Vehicles in violation of these provisions are subject to being towed at the direction of the Board of Directors.

Section 7. Garbage and Trash.

No trash, garbage, or other waste material or refuse shall be placed or stored on any part of the Development except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Unit. For permanent disposal of such materials, they must be placed in barrels in the laundries or the dumpster beside the maintenance shop.

Section 8. Commercial Activities.

No outside peddling, soliciting or other commercial enterprises of any kind are permitted, except activities connected to the community hall.

No signs, advertisements, billboards, or solicitation materials of any kind shall be placed upon any Unit: Provided, however, street numbers and name signs on Units and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely with the marketing of the affected Unit for sale or lease shall be permitted.

Section 9. Guests

Non-residents are welcomed on the Development up to Twenty-eight (28) days annually. Owners are responsible for their guests.

The owner or tenant must register all overnight guests upon arrival or no later than seventy-two (72) hours. Notice shall be given in writing and shall include the name of the Owner or tenant, Unit Number, name of each guest, length of stay, and, if applicable, the license number, make, and model of vehicle.

Persons under the age of 18 are not allowed in any recreation area without an adult companion.

Section 10. Exterior Electronic or Electric Devices

No exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment of any kind may be installed or maintained in the Unit without the approval of the Board of Directors, with the exception of satellite dishes less than one (1) meter in diameter and HDTV antennas less than 18 inches long. The Board of Directors shall have the power to monitor the location of any such satellite dish or antenna and such dishes shall not be visible from the front of any Unit.

Section 11. Energy-Saving Devices.

The Association is empowered to adopt rules governing the type of solar collectors, Solar heating panels and other energy-saving devices that may be permitted on any Unit and establish reasonable restrictions relating to safety, location and maintenance thereof.

Clotheslines are permitted in designated areas, but drying of laundry, towels, bathing suits, rugs or stringing up clothes is not permitted in any carport or alleyway at any time.

Section 12. Suspension and Fines.

The Association's rights include, but are not limited to the following:

a.	To suspend any Owner or tenant's right to use the recreational facilities for any violation of this Declaration or its Rules and Regulations after notice of violation and opportunity for hearing.
b.	To fine an Owner or tenant of an Owner, an amount not to exceed \$100.00 per violation of this Declaration, Articles, Bylaws, or any duly adopted Rule or Regulation of the Association. The fine may be levied on each day of a continuing violation with a single notice and opportunity for hearing, except no such fine shall exceed \$1000.00 in the aggregate.

Article X

ENFORCEMENT

If any person shall violate or attempt to violate this Declaration, it shall be lawful for any Owner, or the Association:

a.	To prosecute proceedings for the recovery of damages against those so violating or attempting to violate the Declaration;
b.	To maintain a proceedings in any court of complete jurisdiction against those so violating or attempting to violate this Declaration; or
c.	To maintain a proceeding for any equitable or legal recourse or remedy available at law or in equity.

In the event the Association or any Owner is the prevailing party in a suit to enforce any provision hereof, or for damages due to any breach of this Declaration, Bylaws, or the rules and regulations of the Association, the Association or any shall be entitled to recover all costs and expenses of such litigation, including reasonable attorney's fees.

Failure of the Association or an Owner to enforce any Covenant, Restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same hereafter as to the same breach or violation occurring prior or subsequent thereto.

Article XI

DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of (10) years unless prior to commencement any 10-year extension period an instrument signed by Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Pinellas County.

Article XII

AMENDMENTS

In order to amend this Declaration, at least thirty percent (50%) of the voting interests must be present in person or by Proxy at a duly noticed meeting of the Members and sixty percent (60%) of those present in person or by proxy must vote to approve the amendment. Any approved amendment shall be effective upon its recoding in the Public Records of Pinellas County, Florida.

**AMENDED ARTICLES OF INCORPORATION
OF
SHANGRI-LA HOME OWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME**

The name of this corporation is THE SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC., herein after called the "Association".

**ARTICLE II
OFFICE**

The principle office of the Association shall be located at 250 Rosery Road NW, Largo, Florida, which office may be changed from time to time by action of the Board of Directors.

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

The Association is a not for profit Association and shall have perpetual existence, governed by Florida statutes chapter 617 and 720. The specific purposes for which the Association is formed are to promote the health, safety, and general welfare of the residents within the Development and to carry out, enforce and otherwise fulfill its rights and responsibilities pursuant to that certain Amended and Restated Declaration of Covenants and Restrictions as recorded in the Public Records of Pinellas County, Florida, and any amendments or modifications thereof, herein together called the "Declaration".

**ARTICLE IV
MEMBERSHIP**

Each person who is a record owner of a fee interest in any Lot which is subject to the provisions of the Declaration, shall be a member of this Association. The forgoing does not include persons who hold a leasehold interest or as interest merely as security for performance of an obligation. Ownership, as defined above shall be the sole qualification for Membership. When any Lot is owned of record by two or more persons, all such persons shall be Members. An Owner of more than one Lot shall be entitled to one Membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration, and shall be automatically transferred by the conveyance of that Lot.

ARTICLE V
VOTING RIGHTS

Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations. Every Owner in good standing of a Lot subject to the Declaration shall be entitled to one (1) vote for that Lot. (Note: Declaration states there is only one vote per Lot.)

ARTICLE VI
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of seven (7) directors.

ARTICLE VII
OFFICERS

The Board of Directors shall elect a president, vice president, secretary, and treasurer, and such other officers as may be designated in the By-Laws, and shall be elected at the time and in the manner prescribed by the By-Laws.

ARTICLE VIII
AMENDMENTS OF ARTICLES

These Articles of Incorporation may be amended, from time to time, as follows:

A.	Notice of any such proposed amendment shall be given at least Twenty-one (21) days before any special or annual meeting of the membership of the Association by mail or hand delivery, and by posting on bulletin boards on the premises of the Association's real property located at 250 Rosery Road NW, Largo, Florida. Forty percent (40%) or more of the membership must be present in person or by proxy at least sixty percent (60%) of these voting interests present must vote to approve the proposed amendment(s)
B.	A copy of these amendment(s), when passed shall be distributed to the membership and filed with the Florida Secretary of State and recorded in the Official Records of Pinellas County, Florida.