

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, ESQUIRE
Joseph R. Cianfrone, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

**CORRECTIVE
NOTICE OF PRESERVATION
OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
VILLAS OF LAKE ARBOR**

THIS CORRECTIVE NOTICE OF PRESERVATION CORRECTS EXHIBIT "A" TO THE NOTICE OF PRESERVATION OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAS OF LAKE ARBOR RECORDED ON JANUARY 27, 2014 AT O.R. BOOK 18290, PAGES 2663-2784 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA TO INCLUDE AN ADDITIONAL CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAS OF LAKE ARBOR WHICH WAS NOT ORIGINALLY ATTACHED TO EXHIBIT "A" OF THE ABOVE-REFERENCED NOTICE OF PRESERVATION.

The Amendment which was inadvertently not recorded is attached hereto as Exhibit "A" and incorporated by reference into the recorded Notice of Preservation recorded on January 27, 2014 at O.R. Book 18290, Pages 2663-2784, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 5TH day of FEBRUARY, 2014.

WITNESSES:

Gene Fischetti
Witness Signature
GENE FISCHETTI
Printed Name

Norton McGiffin
Witness Signature
NORTON MCGIFFIN
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

VILLAS OF LAKE ARBOR COMMUNITY
ASSOCIATION, INC.

By:

Shirley Zuck
President
SHIRLEY ZUCK
Printed Name

The foregoing instrument was acknowledged before me this 5th day of February, 2014 by SHIRLEY ZUCK, as President of Villas of Lake Arbor Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced DRIVERS LICENSE as identification and did take an oath.

My Commission expires:

Colleen Loughran
Notary Public



COLLEEN LOUGHRAN
MY COMMISSION # EE 218319
EXPIRES: July 22, 2016
Bonded Thru Budget Notary Services

INST # 99-084753
MAR 17, 1999 10:21AM

PINELLAS COUNTY FLA.
OFF REC BK 10441 PG 2653

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR VILLAS OF LAKE ARBOR**

We, Jane Gustafson, as President and Glenn Bruer, as Secretary of Villas of Lake Arbor Community Association, Inc., do hereby certify that by the affirmative vote of eighty percent (80%) of the voting membership of the Association at the Annual Meeting of the Membership of the Villas of Lake Arbor Community Association, Inc., on November 4, 1998, and reconvened to December 15, 1998, held in accordance with the By-Laws of this Association, the following amendments to the Declaration of Covenants and Restrictions was duly enacted:

**ARTICLE VIII, SECTION 8.1 OF THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR VILLAS OF LAKE ARBOR IS AMENDED TO READ AS FOLLOWS:**

Section 8.1. Common Area. The Association has the exclusive responsibility and authority for the operation, maintenance and repair of the Common Area, and of all improvements constructed or installed thereon. In addition, the Association has the right and authority to make such alterations, improvements, deletions and additions to the Common Area and the Property as it shall deem appropriate and desirable, upon the approval of at least seventy-five percent (75%) sixty-six and two-thirds percent (66⅔%) of the Owners. However, such alterations, improvements, deletions or additions shall not be made without the prior written consent of the Developer until June 30, 1990, or until the developer shall have completed and sold all phases of all Living Units which are now or may hereafter be planned, zoned and designated for construction within the Property described in Exhibit "B", hereto.

**ARTICLE XIV, SECTION 14.1 OF THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR VILLAS OF LAKE ARBOR IS AMENDED TO READ AS FOLLOWS:**

Section 14.1. Amendment. In addition to the Developer's right to amend as stated in Section 8.5, this Declaration may be amended at any time by the approval of the Class B member, if any, and eighty percent (80%) sixty-six and two-thirds percent (66⅔%) of the voting membership of the Association taken at a duly called meeting of the members called for such

PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT STREET, SUITE B
CLEARWATER, FLORIDA 33756

PLATS PERTAINING HERETO ARE
RECORDED IN PLAT BOOK 74, PAGES
20 AND 21, AND THE DECLARATION
OF COVENANTS AND RESTRICTIONS
IS RECORDED IN BOOK 5700, PAGE
218, ET SEQ. OF THE OFFICIAL
RECORDS OF PINELLAS COUNTY,
FLORIDA.

PINELLAS COUNTY FLA.
OFF. REC. BK 10441 PG 2654

purpose at which a quorum is present. Amendments to the Declaration shall be evidenced by a Certificate of Amendment executed by the President and attested to by the Secretary of the Association, and shall contain a specific recitation certifying that the requisite vote of the Members was obtained at a meeting duly and properly called in accordance with the By-Laws of the Association. All such Certificates of Amendment shall be recorded among the Public Records of Pinellas County, Florida. No amendment shall prohibit the right of any Owner to rent his Living Unit for annual or longer periods, unless one hundred percent (100%) of the voting members shall so agree.

CODING: The full text to be amended is stated: New words to be inserted are double underlined, words to be deleted are lined through with hyphens.

VILLAS OF LAKE ARBOR COMMUNITY
ASSOCIATION, INC.

By: Jane Gustafson
Jane Gustafson, President

ATTEST:

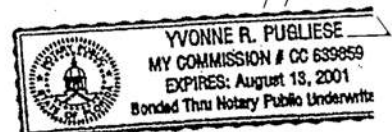
Glenn Bruer
Glenn Bruer, Secretary

9C544698 SJW 03-17-1999 08:45:22
11 3010 - 00000760
CTF-JANE GUSTAFSON
RECORDING 1 \$10.50
TOTAL: \$10.50
CHARGE AMOUNT: \$10.50

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 2nd day of March, 1999 by Jane Gustafson and Glenn Bruer, President and Secretary respectively, of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., who are personally known to me or who have produced Jane Gustafson & Glenn Bruer as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the Declaration of Condominium and By-Laws of Villas of Lake Arbor Community Association, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Yvonne R. Pugliese (SEAL)
Notary Public / State of Florida at Large
YVONNE R. PUGLIESE
Print or Type Notary Signature
#CC 639859
Commission Number
My Commission Expires:



PREPARED BY AND RETURN TO:

JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BLVD., SUITE A
DUNEDIN, FLORIDA 34698

NOTICE OF PRESERVATION OF THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
VILLAS OF LAKE ARBOR

Pursuant to Florida Statutes §712.05, Villas of Lake Arbor Community Association, Inc., whose post office address is c/o Integrity Association Management, Inc., 2420 Enterprise Road, Suite 204, Clearwater, FL 33763, files this notice that the Declaration of Covenants and Restrictions for Villas of Lake Arbor has been preserved for thirty (30) years from the filing date of this notice. A copy of the Declaration of Covenants and Restrictions for Villas of Lake Arbor and the various amendments thereto are attached hereto and made a part hereof as Exhibit "A".


Approval of the preservation of the Declaration of Covenants and Restrictions for Villas of Lake Arbor was approved on DECEMBER 4, 2013 by a vote of at least 2/3 of the members of the Board of Directors of Villas of Lake Arbor Community Association, Inc., conducted at a meeting after notice to the members of the Association pursuant to Florida Statutes §712.05.

An Affidavit of Delivery to Members was made by the Secretary or other appropriate officer of Villas of Lake Arbor Community Association, Inc., pursuant to Florida Statute §712.06(b) and is attached hereto and made a part hereof as Exhibit "B".

The Land affected by this notice is as described on the Plat of the Villas of Lake Arbor Unit 1; the Plat of the Villas of Lake Arbor Unit 2; the Plat of the Villas of Lake Arbor Unit 3; the Plat of the Villas of Lake Arbor Unit 4; the Plat of the Villas of Lake Arbor Unit 5; the Plat of the Villas of Lake Arbor Unit 6A; the Plat of the Villas of Lake Arbor Unit 6B; the Plat of the Villas of Lake Arbor Unit 6C; the Plat of the Villas of Lake Arbor Unit 6D; the Plat of the Villas of Lake Arbor Unit 7, the Plat of the Villas of Lake Arbor Unit 8, the Plat of the Villas of Lake Arbor Unit 9, and the Plat of the Villas of Lake Arbor Unit 10 recorded in Plat Book 74, Pages 20 and 21; Plat Book 74, Pages 35 and 36; Plat Book 74, Pages 42 and 43; Plat Book 74, Pages 91 and 92; Condominium Plat Book 97, Page 43; Condominium Plat Book 98, Page 35; Condominium Plat Book 103, Page 11; Condominium Plat Book 102, Page 56; Plat Book 74, Pages 51 and 52; Plat Book 74, Pages 64 and 65; Plat Book 74, Pages 76 and 77; Plat Book 74, Pages 85 and 86; Plat Book 74, Pages 96 and 97; and Plat Book 98, Pages 15 and 16, respectively, all of the of the Public Records in and for Pinellas County, Florida.

WITNESSES:

VILLAS OF LAKE ARBOR COMMUNITY
ASSOCIATION, INC.



Witness Signature
Betty Perry

Printed Name

By:



President

SHIRLEY ZUERCHER

Printed Name

Helen J. Hayter
Witness Signature
Helen J. Hayter
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th day of DECEMBER 2013 by SHIRLEY ZUZACK, as President of Villas of Lake Arbor Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did take an oath.

My Commission expires:

Arlene M Burns
Notary Public



PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2010353017 12/16/2010 at 04:49 PM
OFF REC BK: 17117 PG: 2284-2286
DocType:RST RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 4, 2010, by a vote of sixty-six and two-thirds percent (66 2/3%) of the voting membership of the Association, the Declaration of Covenants and Restrictions for the Villas of Lake Arbor, as originally recorded in O.R. Book 5700, Page 218, et seq., in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The Declaration of Covenants and Restrictions for Villas of Lake Arbor is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions for Villas of Lake Arbor."


IN WITNESS WHEREOF, the Villas of Lake Arbor Community Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 9 day of December, 2010.

VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

ATTEST:


Norton McGiffin, Secretary

By:


Janet Wehmeyer, President

**PLATS PERTAINING HERETO ARE RECORDED IN PLAT BOOK 74,
PAGES 20 AND 21 OF THE OFFICIAL RECORDS OF PINELLAS
COUNTY, FLORIDA.**

Exhibit "A"

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 9 day of December, 2010, personally appeared before me Janet Wehmeyer, as President, and Norton McGiffin, as Secretary of the Villas of Lake Arbor Community Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.


NOTARY PUBLIC

My Commission Expires:



Michelle D. Walsh
COMMISSION #DD841106
EXPIRES: FEB. 07, 2013
WWW.AARONNOTARY.com

COPIAL COPY

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

ARTICLE IX, Covenants For Assessments, Section 9.7, Subordination of the Lien to Mortgages, of the Declaration, shall be amended to read as follows:

Section 9.7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, except as stated in subparagraphs (A) and (B) below. ~~except~~ An exception to the foregoing, shall be that a purchase money mortgage given to the Seller on said property shall be subject to the Association's lien for all past due assessments, fees and costs. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure or conveyance in lieu of foreclosure (with the exception of a purchase money mortgage) shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

The liability of a first mortgagee, or its successor or assignee, as a subsequent holder of the first mortgage, who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title shall be the lesser of:

(A) The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(B) One percent (1%) of the original mortgage debt. The foregoing limitation of liability for the first mortgage holder shall only apply if the first mortgagee files suit against the parcel owner and initially joins the Association as a defendant in the mortgage foreclosure action.

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009307268 11/20/2009 at 10:39 AM
OFF REC BK: 16757 PG: 2023-2026
DocType:CTF RECORDING: \$35.50

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 5, 2009, by a vote of sixty-six and two-thirds percent (66 2/3%) of the voting membership of the Association, the Declaration of Covenants and Restrictions for the Villas of Lake Arbor, as originally recorded in O.R. Book 5700, Page 218, et seq., in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The Declaration of Covenants and Restrictions for Lake Arbor is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions for Lake Arbor."

IN WITNESS WHEREOF, the Villas of Lake Arbor Community Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 11th day of November, 2009.

VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

ATTEST:

Peter Mangano
Peter Mangano, Secretary

By:

John E. Dinnsen
John Dinnsen, President

**PLATS PERTAINING HERETO ARE RECORDED IN PLAT BOOK 74,
PAGES 20 AND 21 OF THE OFFICIAL RECORDS OF PINELLAS
COUNTY, FLORIDA**

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 13 day of November, 2009, personally appeared before me John Dinnsen, as President, and Peter Mangano, as Secretary of the Villas of Lake Arbor Community Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

Michelle D. Walsh
NOTARY PUBLIC

My Commission Expires: 2/7/13



Michelle D. Walsh
COMMISSION #DD841106
EXPIRES: FEB. 07, 2013
WWW.AARONNOTARY.COM

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

ARTICLE XII, Use of Property, Section 12.5, Leasing, of the Declaration of Covenants and Restrictions, shall be amended to read as follows:

Section 12.5 Leasing. Every lease of a Unit shall be subject to the provisions of this Declaration and all other instruments of record pertaining thereto, and all Rules, Regulations and lawful instructions of the Association and its agent, and all Tenants must comply with them. The failure of a Tenant to so comply shall entitle the Association to evict the Tenant and to maintain directly against the Tenant any cause of action which the Association would have against an Owner for such noncompliance by Owner. The Tenant shall be liable to pay all costs and expenses which the Association shall incur in taking such action, including its attorney's fees and if the Tenant shall fail to pay such costs and expenses, the Owner shall be liable to pay them and the Association shall have all lien rights and collection rights as are elsewhere provided in this Declaration for the collection of Assessments, including the imposition of late penalties for non-payment. These provisions shall not in any way limit or relieve the Owner from any cause of action which the Association shall have against the Owner as a consequence of his Tenant's noncompliance. All leases must contain and shall be deemed to contain the terms and provisions set forth in this Article and the Rules and Regulations.

A unit owner within the Villas of Lake Arbor may not lease his or her unit for the initial 24 months of ownership. After owning a unit for a period of 24 months, a unit may be leased in accordance with the following restrictions. In the event of a proposed lease of a unit, the owner shall submit a copy of the lease, and such other information as the Board may reasonably require for consideration and approval by the Board. Submission of all such information shall be at least fourteen (14) days prior to the inception of the lease. The Association shall approve or deny the proposed lease within fourteen (14) days of the submission date of the fully completed lease and application form and such other information as may reasonably be requested by the Board of Directors. The Association may consider a lessee's conduct with compliance with the governing documents and rules and regulations of the applicant's prior place of residence, along with the applicant's criminal background. All leases shall be for a term of not less than

one year. If a lessee vacates the unit prior to the end of the said one-year period, a new lease application will not be accepted unless written approval, given by the Board of Directors prior to the signing of the lease.

An exception of the foregoing shall be in the case of inheritance from an owner. In such cases, the heir or beneficiary shall not be precluded from renting the unit for the initial two-year holding period.

AND

ARTICLE XII, Use of Property, of the Declaration is amended by adding an entirely new Section 12.6, Long Term Occupancy, to read as follows:

Section 12.6 Long Term Occupancy. Guests may occupy a villa for a period not to exceed thirty (30) consecutive days. In the event any person occupies a villa for more than thirty (30) days, such persons shall be deemed to be a tenant, whether residing with a villa owner or an approved lessee and such party shall comply with all of the provisions of Section 12.5 regarding approval of all tenants. The villa owner shall be responsible to the Association for attorney's fees and court costs in the event it is necessary to enforce this provision. In the event of a non-approved resident residing with an approved lessee in violation of this provision, the Association shall have authority to act as the owner's agent and evict the approved lessee for allowing an unauthorized person to occupy the unit in violation of the Association's approval process.

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2008313996 11/21/2008 at 09:54 AM
OFF REC BK: 16434 PG: 716-718
DocType: CONDO RECORDING: \$27.00

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 6, 2008, by a vote of sixty-six and two-thirds percent (66 2/3%) of the voting membership of the Association, the Declaration of Covenants and Restrictions for the Villas of Lake Arbor, as originally recorded in O.R. Book 5700, Page 218, et seq., in the Public Record of Pinellas County, Florida, be, and the same are hereby amended as follows:

The Declaration of Covenants and Restrictions for Lake Arbor is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions for Lake Arbor."

IN WITNESS WHEREOF, the Villas of Lake Arbor Community Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 6th day of November, 2008.

VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

By:

John Dinnsen
John Dinnsen, President

ATTEST:

John H. Krick
John Krick, Secretary

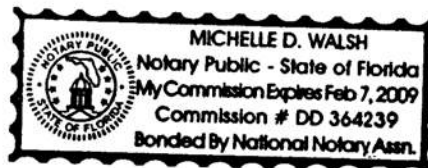
STATE OF FLORIDA
COUNTY OF PINELLAS

On this 6th day of November, 2008, personally appeared before me John Dinnsen, President, and John Krick, Secretary of the Villas of Lake Arbor Community Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

Michelle D. Walsh

NOTARY PUBLIC

My Commission Expires:



SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

ARTICLE IX, Covenants For Assessments, Section 9.2, Regular Assessments for Common Expenses, of the Declaration shall be amended to read as follows:

Section 9.2 Regular Assessments for Common Expenses. Regular assessments for common expense shall be budgeted and made as follows:

~~(A) During Class B Membership Period. During the period when there shall be Class B membership, regular assessments for common expenses shall be made on an annual basis, in advance, by a vote of two thirds (2/3) of the Board of Directors of the Association in accordance with its Articles of Incorporation and By Laws. Each annual period, the Board shall adopt a budget for fixed expenses and assessments which shall be due and payable by each Owner in equal consecutive monthly payments, at the time and place designated by the Board of Directors.~~

~~(B) After Termination of Class B Membership. When the Class B membership terminates, the authority of the Board of Directors to set and determine the budget of regular expenses and assessments shall terminate. Thereafter, the~~ The Board of Directors shall prepare a proposed budget and shall submit it to all Owners at least ~~thirty (30)~~ fourteen (14) days in advance of the annual meeting of the members set in accordance with the By-Laws. Where more than one Owner shall own a given Lot or Living Unit, ~~delivery to any one such~~ Owner shall be sufficient. The budget for the next annual period shall then be adopted at the annual meeting of the members, by majority vote of the members present, provided there shall be a quorum and members may consider and adopt any changes or additions to the proposed budget as they shall desire.

EXHIBIT "A"

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2005474990 11/30/2005 at 10:42 AM
OFF REC BK: 14769 PG: 2414-2419
DocType: NOTICE RECORDING: \$52.50

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 3, 2005, sixty-six and two-thirds percent (66 2/3%) of the voting membership of the Association at the duly called meeting of the members at which a quorum was present, the Declaration of Covenants and Restrictions for the Villas of Lake Arbor, as originally recorded in O.R. Book 5700, Page 218, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants and Restrictions for Villas of Lake Arbor is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions for Villas of Lake Arbor."

IN WITNESS WHEREOF, the Villas of Lake Arbor Community Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 22 day of NOVEMBER, 2005.

Witnesses:

VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

(CORPORATE SEAL)

By:

Domino D. Dardano
President

ATTEST:

Shawn J. Hayler
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 22 day of NOVEMBER, 2005, personally
appeared before me DOMINIC GIORDANO, President, and
HELEN HAYTER, Secretary of the Villas of Lake Arbor
Community Association, Inc. and acknowledged the execution of this
instrument for the purposes herein expressed.

Shirley A. Masek
NOTARY PUBLIC

My Commission Expires:



Shirley A. Masek
MY COMMISSION # DD203533 EXPIRES
June 3, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

OFFICIAL COPY

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE-THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE IX, Covenants For Assessments, Section 9.9, Late Charge for Assessments, of the Declaration shall be amended to read as follows:

Section 9.9. Late Charge for Assessments. All assessments shall be due on the first day of each month. If an Owner shall fail to pay an assessment on the date on which the same shall become due and payable, then the Association may levy a late charge as an additional assessment against the defaulting Owner, and may collect the same as is provided for the collection of assessments herein. ~~This late charge shall not exceed the sum of \$3.00 for each day in which the default shall occur. The Board of Directors, by a two-thirds (2/3) concurrence, of the total number of Board members, may from time to time establish the late charge for assessments.~~

2. ARTICLE XI, Architectural Control, of the Declaration shall be amended to read as follows:

Section 11.1. The Architectural Control Committee. ~~The Board of Directors shall act as a~~ An Architectural Control Committee shall be created and maintained for the purposes stated in this Article. The President, with the approval of the Board of Directors, annually will appoint an Advisory Architectural Committee of not less than three (3) nor more than five (5) from among the membership of the Association. The Board of Directors will have the final approval of all decisions and expenditures. No committee member shall be entitled to compensation for services performed. The initial Committee shall consist of three (3) persons appointed by the Class B member. At such time as the Class B

~~membership expires, the Committee shall consist of five (5) persons who shall be elected annually from among the membership of the Association by its members in the manner set forth in the By Laws of the Association. No member of the Committee shall be entitled to compensation for services performed, but the Committee may employ independent advisors, and when so employed, their reasonable compensation shall be considered a regular expense of the Association. The Committee may charge a fee to an Owner requesting approval action, for the actual costs and expenses reasonably incurred by the Committee in acting upon such approval request.~~

Section 11.2 Purpose. The ~~Architectural Control Committee~~ Board of Directors shall regulate the external design appearance of the Properties and of improvements thereon in such a manner so as to preserve and enhance value and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 11.3 Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the ~~Architectural Control Committee~~ Board of Directors, except as otherwise expressly provided in this Declaration. No building, fence wall, residence, or other structure shall be commenced, erected, improved or altered without the prior written approval of the ~~Architectural Control Committee~~ Board of Directors.

Section 11.4 Procedures. In the event the ~~Committee~~ Board of Directors fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. ~~The applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors who may reverse or modify such decision by a four-fifths (4/5) vote of the directors.~~

Section 11.5 Rule-Making Authority. The ~~Architectural Control Committee~~ Board of Directors shall have authority to adopt and amend, from time to time, Rules and Regulations in connection with its approval authority, provided, however such Rules and Regulations shall always be consistent with the provisions of this

~~Declaration, and shall be approved by the Class B member.~~
~~Violation of the Committee's Governing Documents and/or~~
~~the Rules and Regulations shall be enforced by the Board~~
~~of Directors with all power and authority of enforcement~~
~~as provided herein for the enforcement of the provisions~~
~~of this Declaration.~~

3. ARTICLE XII, Use of Property, Section 12.5, Leasing, of the Declaration of Covenants and Restrictions, shall be amended by adding an entirely new second paragraph to read as follows:

[THE EXISTING FIRST PARAGRAPH OF SECTION 12.5 REMAINS UNCHANGED]

A unit owner within the Villas of Lake Arbor may not lease his or her unit for the initial 24 months of ownership. After owning a unit for a period of 24 months, a unit may be leased in accordance with the following restrictions. In the event of a proposed lease of a unit, the owner shall submit a copy of the lease, and such other information as the Board may reasonably require for consideration and approval by the Board. Submission of all such information shall be at least fourteen (14) days prior to the inception of the lease. The Association shall approve or deny the proposed lease within fourteen (14) days of the submission date of the fully completed lease and application form and such other information as may reasonably be requested by the Board of Directors. The Association may consider a lessee's conduct with compliance with the governing documents and rules and regulations of the applicant's prior place of residence, along with the applicant's criminal background. All leases shall be for a term of not less than one year. If a lessee vacates the unit prior to the end of the said one-year period, a new lease application will not be accepted unless written approval, given by the Board of Directors prior to the signing of the lease.

✓ 4. ARTICLE XV, Compliance and Default, Section 15.1, Rights of Action, of the Declaration shall be amended by adding an entirely new second and third paragraphs to read as follows:

[THE EXISTING FIRST PARAGRAPH OF SECTION 15.1 REMAINS UNCHANGED]

The Board of Directors may enforce by legal means the provisions of the governing documents, which includes the Declaration of Covenants and Restrictions, Articles

of Incorporation and By-Laws and the Rules and Regulations, by levying fines against a member or a member's tenants, guests or invitees or both. Fines may not exceed \$100.00 per violation against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. In the event Section 720.305, Florida Statutes, is amended from time to time, the foregoing provision shall automatically include all amendments to the Statute.

M:\amends\AMENDS\VillasofLakeArbor-DecAm-Leasing.0905.ADOPTED.wpd

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1968 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2003527623 12/24/2003 at 12:47 PM
OFF REC BK: 13268 PG: 2282-2284
DocType:RST RECORDING: \$15.00

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 11, 2003, by a vote of sixty-six and two-thirds percent (66 2/3%) of the voting membership of the Association, the Declaration of Covenants and Restrictions for the Villas of Lake Arbor, as originally recorded in O.R. Book 5700, Page 218, et seq., in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The Declaration of Covenants and Restrictions for Lake Arbor is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions for Lake Arbor."

IN WITNESS WHEREOF, the Villas of Lake Arbor Community Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 2 day of December, 2003.

Witnesses:

VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

Irvin Howes
Signature

Irvin Howes
Printed Name

Dorothy Spriggs - agent
Signature

Dorothy Spriggs
Printed Name

By: James C. Gordan
President

ATTEST:

X Neil L. Williams
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 2nd day of December, 2003, personally
appeared before me _____, Secretary of the Villas of Lake Arbor
Community Association, Inc. and acknowledged the execution of this
instrument for the purposes herein expressed.

Amber S. Streeter
NOTARY PUBLIC

Amber S. Streeter
Printed Name of Notary

My Commission Expires:



Amber S. Streeter
Commission # CG 908565
Expires Feb. 7, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. ARTICLE XI, Architectural Control, Section 11.1, The Architectural Control Committee, of the Declaration of Covenants and Restrictions, is amended to read as follows:

Section 11.1. The Architectural Control Committee. An Architectural Control Committee shall be created and maintained for the purposes stated in this Article. The ~~initial~~ Committee shall consist of ~~three (3)~~ seven (7) persons appointed by ~~the Class B member Board of Directors~~ At such time as the Class B membership expires, the Committee shall consist of ~~five (5)~~ persons who shall be elected annually from among the membership of the Association, ~~by its members in the manner set forth in the By Laws of the Association.~~ No member of the Committee shall be entitled to compensation for services performed, but the Committee ~~may~~ employ independent advisors, and when so employed, their reasonable compensation shall be considered a regular expense of the Association. The Committee may charge a fee to an Owner requesting approval action, for the actual costs and expenses reasonably incurred by the Committee in acting upon such approval request.

EXHIBIT "A"

90614646 12-21-1999 13:50:40 WJB
 51 CTF-VILLAS OF LAKE ARBOR
 3010 - 00000760
 IH: BK: SPG: EPG:
 RECORDING 002 PAGES 1 \$10.5
 TOTAL: \$10.5
 CHARGE AMOUNT: \$10.5
 BY _____ DEPUTY CLERK

99-410399 DEC-21-1999 2:37PM
 PINELLAS CO BK 10761 PG 902



CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAS OF LAKE ARBOR

We, Jane Gustafson, as President and Glenn Bruer, as Secretary of Villas of Lake Arbor Community Association, Inc., do hereby certify that by the affirmative vote of eighty percent (80%) of the voting membership of the Association at the Annual Meeting of the Membership of the Villas of Lake Arbor Community Association, Inc., on November 10, 1999, held in accordance with the By-Laws of this Association, the following amendment to the Declaration of Covenants and Restrictions was duly enacted:

CREATING ARTICLE XII, SECTION 12.6, TO READ AS FOLLOWS:

12.6 Eighty (80%) percent of the occupied units shall be occupied by at least one (1) person age fifty-five (55) years or older who is the owner or approved tenant of the unit. No person may reside in any unit who is less than eighteen (18) years of age except as the guest of the owner or approved tenant and then only for a period not to exceed twenty-one (21) overnight stays in any twelve (12) month period. The remaining twenty (20%) percent of the units are reserved and restricted for occupancy when the qualifying person who was age fifty-five (55) years or older has vacated the unit or in instances where an individual age eighteen (18) or older and less than fifty-five (55) years of age has inherited title to a unit and thereafter seeks to occupy that unit. The remaining twenty (20%) percent shall not be available for occupancy resulting from open market transactions unless the unit will be occupied by at least one person age fifty-five (55) years or older. The Board of Directors may adopt reasonable rules and regulations governing the use and occupancy of the twenty (20%) percent of the units which are not otherwise occupied by one person age fifty-five (55) years or older. Any unit which is

PREPARED BY & RETURN TO:
 STEVEN H. MEZER, P.A.
 1212 COURT STREET, SUITE B
 CLEARWATER, FLORIDA 33756

PLATS PERTAINING HERETO ARE
 RECORDED IN PLAT BOOK 74, PAGES
 20 AND 21, AND THE DECLARATION
 OF COVENANTS AND RESTRICTIONS
 IS RECORDED IN BOOK 5700, PAGE
 218, ET SEQ. OF THE OFFICIAL
 RECORDS OF PINELLAS COUNTY,
 FLORIDA.

occupied by a person who is not age fifty-five (55) years or older as of the recording of this amendment is grandfathered and therefore the residents of that unit may continue their occupancy notwithstanding the fact that they are not in compliance with this section of the Declaration of Covenants and Restrictions.

CODING: The full text to be amended is stated: New words to be inserted are double underlined, words to be deleted are lined through with hyphens.

VILLAS OF LAKE ARBOR COMMUNITY
ASSOCIATION, INC.

By:

Jane Gustafson
Jane Gustafson, President

ATTEST:

Glenn Bruer
Glenn Bruer, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 13th day of DECEMBER, by Jane Gustafson and Glenn Bruer, President and Secretary respectively, of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., who are personally known to me or who have produced 11 as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the Declaration of Condominium and By-Laws of Villas of Lake Arbor Community Association, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Chris D. Hoelle (SEAL)
Notary Public / State of Florida at Large
CHRIS D. HOELLE
Print or Type Notary Signature

Commission Number
My Commission Expires:



INST # 97-160747
JUN 6, 1997 11:47AM.

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS AND RULES AND REGULATIONS**

FOR VILLAS OF LAKE ARBOR

PINELLAS COUNTY FLA.
OFF. REC. BK 9732 PG 1604

We, Jane Gustafson, as President, and Glenn Bruer, as Secretary of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., do hereby certify that by vote of 80% of the voting membership of the Association at the special meeting of the membership of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., originally held on March 18, 1997 and reconvened on April 23, 1997 in accordance with the By-Laws of this Association, the following amendment to the Declaration of Covenants and Restrictions and by a 75% vote of the owners the following amendments to the Rules and Regulations which are recorded in O.R. Book 5700, Page 218 et seq. of the Public Records of Pinellas County, Florida were duly enacted:

ARTICLE VIII, SECTION 8.4 OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAS OF LAKE ARBOR IS AMENDED TO READ AS FOLLOWS:

Section 8.4. Residential Building Exterior Maintenance. The Owners of all Living Units comprising a residential building are jointly and severally responsible to provide for the exterior maintenance of their respective residential building. Decisions related to the scheduling and the performance of exterior maintenance shall be made by a majority vote of the Owners within each respective building, subject to the provisions and restrictions contained herein and relating to the Association's right to preemptively provide for such maintenance and repair. The Owners shall obtain not less than three bids for any expenditure of more than \$1,000.00. The choice of contractors shall be determined by a majority vote of the Owners of units within the building as set forth hereinabove. The contract shall be signed by at least one owner of each unit in the building. The contract shall indicate the total cost of the project and the proportionate share to be paid by the owners of each unit. Failure or refusal to sign a contract for necessary repairs or maintenance shall not excuse a unit owner from liability. Each contract is subject to approval by the Association pursuant to Article XI of this Declaration. Except for routine repairs and replacement with like items, the Architectural Control Committee of the Association shall approve all plans and specifications to be followed for such repairs or replacements.

✓ PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.

RECORDING 1212 COURT ST., SUITE B
:CT 200 CLEARWATER, FL 34616

:C 15.00
ES _____
TF _____
G _____
C _____
IC _____
T _____
:TAL 15.00

PLATS PERTAINING HERETO ARE
RECORDED IN PLAT BOOK 74,
PAGES 20 AND 21, PUBLIC RECORDS
OF PINELLAS COUNTY, FLORIDA

UNOFFICIAL

PARAGRAPH 6 OF THE RULES AND REGULATIONS OF VILLAS OF LAKE ARBOR IS AMENDED AS FOLLOWS:

6. ~~A One dog, or one cat~~ or other domestic pet animal weighing not more than twenty-five pounds (25) at maturity may be permitted to be kept within each Living Unit upon the written approval of the Developer, while it is marketing units within the Community, and thereafter by the Association. In granting or denying applications, consideration shall be given to the size and type of pet and other relevant circumstances, to determine its suitability to Community living and the likelihood of disturbance to others. Any pet which disturbs, annoys, threatens or harms persons or damages property within the community shall be deemed a nuisance and may result in the Association requesting removal of the pet. If the Association shall find any pet animal to be objectionable or detrimental to the rights and interests of other occupants, it shall so notify the Owner, and he shall have two (2) weeks to remove the pet from the Community. If he shall fail to do so, he shall be in violation of these Rules and Regulations, and the Association shall thereupon have full authority to compel the eviction and removal of the pet by any lawful means. By keeping a pet within the Community, the pet owner assumes full and total responsibility for all injuries, damages, costs and expenses caused by the pet to any part or to the Association property. Pets, including pets belonging to visitors, shall be leashed with the leash held by an individual and under control at all times while the pet is outside of the unit and within the Common Area and under command at all times while within the Common Area and shall only be walked in areas designated by the Association for this purpose. Pet owners shall remove all excrement from these areas, as and when left by the pet and properly dispose of same. No other animals may be raised or kept by any Owner, and no more than one pet may be kept by any Owner.

PARAGRAPH 7 OF THE RULES AND REGULATIONS OF VILLAS OF LAKE ARBOR IS AMENDED AS FOLLOWS:

(7) No antennas may be installed upon the exterior of any buildings without the prior written consent of the Association or its Management Contractor and compliance with the applicable sections of the Declaration of Covenants and Restrictions. Except as otherwise provided herein, No signs advertising or notices of any kind shall be displayed on the exterior of any Living Unit, or shall the same be posted or displayed in a manner as to be visible from the exterior of any unit. This prohibition shall expressly apply to "For Rent" or "For Sale" signs. Notwithstanding the foregoing, an owner may place one professionally lettered real estate sign no larger than eighteen inches by twenty-four inches on the owner's property announcing an open house, when a unit is for sale. Open house signs may be displayed only on Saturdays or Sundays and then only from 1:00 p.m. through 4:30 p.m. on the day of the open house. No balloons, streamers, or other ornamentation may be attached to the sign or to the sign post. However, Additionally, each Unit Owner may identify his Living Unit by a name plate of a size approved by the Association and mounted in an approved place.

PARAGRAPH 13 OF THE RULES AND REGULATIONS OF VILLAS OF LAKE ARBOR IS AMENDED AS FOLLOWS:

13. Occupants shall park their vehicles only in spaces or driveways which are available for use in connection with their Living Unit. No occupant's vehicle shall be parked in the common roadways or in such a manner as to impede or prevent ready access to another occupant's parking space or driveway. Occupants must not permit their guests, tenants, licensees or invitees to park

vehicles in the driveways or parking areas of other owners. Driveways, garages and parking areas are intended for the parking of transportation vehicles and shall not be used for the storage or parking of recreational vehicles, equipment or craft, or repair or servicing of vehicles. No commercial vehicles shall be parked within the community, except for that reasonable time required to allow the owner or operator of the commercial vehicle to make a delivery, provide a service, or otherwise conduct their business transaction. A commercial vehicle is any vehicle that bears the name, logo, coloring, tools, stock, or equipment reflecting the trade, business, or occupation of the owner or operator of the vehicle. The term commercial vehicle does not include any governmental vehicle, emergency vehicle, or military vehicle. Commercial vehicles found in violation of the foregoing are subject to being towed from the property at the owner's expense after prior notice to the owner.

CODING: The full text to be amended is stated: New words to be inserted are double underlined, words to be deleted are lined through with hyphens.

VILLAS OF LAKE ARBOR COMMUNITY
ASSOCIATION, INC.

(CORPORATE SEAL)

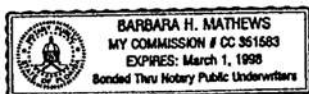
By: Jane Gustafson
Jane Gustafson, President

ATTEST:

Glenn Bruer
Glenn Bruer, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 3 day of June, 1997, by JANE GUSTAFSON and GLENN BRUER, President and Secretary, respectively, of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., who are personally known to me ~~or who have produced~~ as identification, who ~~did~~ (did not) take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Declaration of Covenants and Restrictions and Rules and Regulations for Villas of Lake Arbor and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.



Barbara H. Mathews (SEAL)
Notary Public / State of Florida at Large
BARBARA H. MATHEWS
Print or Type Notary Signature
CC 351583
Commission Number

My Commission Expires: 3/1/98

88118867

OR6748PG0308

Return To:

This instrument was prepared by
G. MICHAEL MACKENZIE
MACKENZIE & LANGFORD
P. O. Box 14358, Clearwater, FL 34629

10 Rec 15.00
41 L
42 L
43 L
44 L
Total 15.00

SUPPLEMENTARY DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

VILLAS OF LAKE ARBOR

UNIT 10

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is

made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer") this 15 day of May, 1988.

TOTAL:	\$15.00
CHECK AMT TENDERED:	\$15.00
CHANGE:	\$0.00

WITNESSETH:

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded a Second Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on May 4, 1987, in Official Records Book 6484, Page 1302, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement and aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 10, according to the map or plat thereof, as recorded in Plat Book 98, Pages 15 & 16, of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, and Second Amendment to Declaration of Covenants

OR6748PG0309

and Restrictions for VILLAS OF LAKE ARBOR, recorded on May 4, 1987 in Official Records Book 6484, Page 1308, all of the Public Records of Pinellas County, Florida.

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and Amendments thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 18th day of May, 1988.

WITNESSES:

VILLAS OF LAKE ARBOR, INC.
a Florida Corporation

JIMMY L. NICHOLS, Vice President

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JIMMY L. NICHOLS, to me well known to be the Vice President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 18th day of May, 1988.

NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPI. APR 18, 1988
BONDED THRU GENERAL INS. UND.

OR6748060310

LEGAL DESCRIPTION

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 29 South, Range 16 East, Pinellas County, Florida, more particularly described as follows: From the West 1/4 corner of Section 6, Township 29 South, Range 16 East, Pinellas County, Florida, as a point of reference, thence North 00°37'22" West along the West line of said section, 1,676.66 feet, thence North 89°54'42" East, 546.30 feet to the Point of Beginning and extending thence North 00°05'18" West, 166.00 feet, thence South 89°54'42" West 131.10 feet, thence North 00°11'00" West, 168.73 feet, thence South 87°12'09" East, 361.37 feet, thence South 00°02'10" East, 12.50 feet, thence South 87°12'09" East, 17.02 feet to a point of curve, thence Eastwardly along a curve to the left with a radius of 466.66 feet, an arc distance of 66.88 feet, chord 66.82 feet and chord bearing of North 88°41'31" East, thence South 32°36'44" East, 178.78 feet, thence Southwestwardly along a non-tangent curve to the left with a radius of 62.00 feet, an arc distance of 7°28 feet, chord 73.99 feet and chord bearing of South 36°37'57" West, to a point of tangency, thence South 00°00'00" West, 48.00 feet, thence North 90°00'00" West, 34.15 feet, thence South 00°22'25" West, 26.12 feet, thence North 89°37'35" West, 141.60 feet, thence South 00°22'25" West, 21.63 feet, thence South 89°54'42" West, 189.00 feet to the Point of Beginning.

EXHIBIT "A"

87236281

D.S. 6583 1185

Return to:
This Instrument Prepared By:
G. Michael Mackenzie, of
MACKENZIE & LANGFORD
2420 Enterprise Rd., Suite 207
P.O. Box 14358
Clearwater, Florida 34279-4358

1500

1500 OH

SUPPLEMENTARY DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

VILLAS OF LAKE ARBOR

UNIT 6

24	24771522	71	1	175E8
	40			15.00
	TOTAL			15.00 CHK

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer"), this 8th day of September, 1987.

WITNESSETH

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and to be known as VILLAS OF LAKE ARBOR UNIT 6, on a portion of which developer intends to declare a condominium, to be known as VILLAS OF LAKE ARBOR UNIT 6, A CONDOMINIUM, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and the Amendment thereto, shall be binding upon and enure to the benefit of the respective heirs, executors, successors and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 8th day of September, 1987.

WITNESSES:

G. Michael Mackenzie
Shelly Markee

VILLAS OF LAKE ARBOR, INC.

By:

Jimmy E. Nichols
Jimmy E. Nichols
Vice President.

D.S. 6583 PAGE 1186

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me the undersigned authority, personally appeared JIMMY L. NICHOLS, to me well known to be the Vice President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation.

Witness my hand and official seal this 8th day of September, 1987.

Richard Upchurch
Notary Public

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 5, 1989
BONDED THRU GENERAL INS. UND.

T.S. 6583 PAGE 1187

LEGAL DESCRIPTION

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 29 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

From the West 1/4 corner of Section 6, Township 29 South, Range 16 East, Pinellas County, Florida, as a point of reference; thence North 00°37'22" West, along the West line of said section 1676.66 feet to the POINT OF BEGINNING, thence continuing North 00°37'22" West, 693.64 feet, thence North 89°57'50" East, 284.59 feet, thence South 20°00'00" East, 236.12 feet to a point of curve, thence Southwardly along a curve curving to the right with a radius of 215.27 feet, an arc distance of 75.01 feet, chord 74.63 feet, chord bearing South 10°01'05" East, to a point of tangency, thence South 00°02'10" East, 60.91 feet, thence South 87°12'09" East, 44.05 feet, thence South 00°02'10" East, 168.71 feet, thence North 89°54'42" East, 131.10 feet, thence South 00°05'18" East, 166.00 feet, thence South 89°54'42" West, 546.30 feet to the POINT OF BEGINNING.

Contains 6.5239 acres more or less.

Exhibit "A"

O.P. 6490 PAGE 1271

87118096

Karl F. DeBlase

CLERK OF THE COUNTY COURT
PINELLAS COUNTY, FLORIDA

MAY 11 4 34 PM '87

SUPPLEMENTARY DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

VILLAS OF LAKE ARBOR

UNIT 9

01 Cash	9.00	1	11MAB7
40 Rec		90	9 00
41 DS		TOTAL	9 00 CHK
45 Int			
Tot	9.00		

01 Cash 9.00
40 Rec
41 DS
45 Int
Tot 9.00

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer"), this 6th day of May, 1987.

WITNESSETH:

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded a Second Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on April, 1987, in Official Records Book 6484, Page 1308, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement and aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 9, according to the map or plat thereof, as recorded in Plat Book 74, Pages 96 & 97, of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, and Second Amendment to Declaration of Covenants

Mackenzie Langford
P.O. Box 14358
Clear, FL 34629

D.P. 6490 PAGE 1272

and Restrictions for VILLAS OF LAKE ARBOR, recorded on ^{May 4,} ~~May 4,~~ 1987 in Official Records Book 6484, Page 1308, all of the Public Records of Pinellas County, Florida.

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and Amendments thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 6th day of May 1987.

WITNESSES:

VILLAS OF LAKE ARBOR, INC.,
a Florida Corporation

Jimmy L. Nichols
JIMMY L. NICHOLS, Vice-President

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JIMMY L. NICHOLS, to me well known to be the Vice President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 6th day of May 1987.

Michael Washington
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 5, 1989
GRADED 1100 GENERAL INS. UND.

Pinellas County Tax FD
Kathleen F. DeBenedictis, Clerk, Pinellas County
Deputy Clerk

87110481

O.R. 6434 PAGE 1808

SECOND AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
VILLAS OF LAKE ARBOR

This second amendment to the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR (hereinafter called "Declaration"), which was recorded on February 15, 1984, in O.R. Book 5700, Page 218, and amended by Amendment to Declaration of Covenants and Restrictions for Villas of Lake Arbor recorded in O.R. Book 5807, Page 855, is made by the Developer, VILLAS OF LAKE ARBOR, INC., pursuant to the power retained by the Developer to make amendments contained in Article XIII, Section 13.5 of said Declaration.

I. Amend Article VII of said Declaration by adding thereto Section 7.9 as follows:

Section 7.9—Special Provisions to Satisfy the Requirements of Federal National Mortgage Association.

1. The Association shall allow all unit owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all of the records of the Association.

2. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage on a unit in the development.

3. The Association may cancel, without penalty or cause, any contract or lease made by it before unit owners, other than the Developer, assume control of the Association, upon 90 days written notice to the other party.

4. Unless waived by the unit owners after they gain control of the Association, the Association shall maintain an adequate reserve fund for the maintenance and repair of the common elements, which shall be funded from regular monthly assessments for common expenses.

5. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any unit in the development:

(a) Notice of any condemnation or casualty loss that affects a material portion of the common elements.

(b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

6. The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract Supplement.

01 Cash
40 Rec
41 OS
43 Int

900-
OH

This instrument was prepared by
G. MICHAEL MACKENZIE
MACKENZIE & LANGFORD
P. O. Box 14758 Clearwater, FL 34615

Return

MAY 11 12 50 PM '87

Pinellas County
Recorder's Office
1000 1st St. S.W.
St. Petersburg, FL 33701

O.P. 6424 PAGE 1009

II. Except as amended hereby, the terms and provisions of the Declaration, as previously amended and recorded as hereinabove set forth, are ratified and confirmed.

IN WITNESS WHEREOF, the Developer, VILLAS OF LAKE ARBOR, INC. has caused these presents to be executed this 28th day of April, 1987.

Witnesses:

VILLAS OF LAKE ARBOR, INC., A Florida Corporation

By: [Signature]
JIMMY L. NICHOLS, Vice-President

[Signature]
[Signature]

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared JIMMY L. NICHOLS, Vice-President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged that he executed the foregoing Second Amendment to the Declaration of Covenants and Restrictions for Villas of Lake Arbor as such officer on behalf of the Corporation.

WITNESS my hand and official seal in the State and County aforesaid this 28th day of April, 1987.

[Signature]
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 5, 1989
BONDED THRU GENERAL INS. UND.

86281217

D.R. 6369 PAGE 607

Robert T. DeBlasio
CLERK OF THE CIRCUIT COURT
PINELLAS COUNTY, FLORIDA

Nov 26 11 22 AM '86

Return to:
This Instrument Prepared By:
G. Michael Mackenzie, of
MACKENZIE & LANGFORD
2420 Enterprise Rd, Suite 207
P.O. Box 14358
Clearwater, Florida 34279-4358

SUPPLEMENTARY DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

VILLAS OF LAKE ARBOR

UNIT 8

14 14855487 72	1. 24N084
49	13.00
TOTAL	13.00 C/M

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer"), this 26 day of November, 1986.

WITNESSETH

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida; and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 8, according to the map or plat thereof, as recorded in Plat Book 74, Pages 85 and 86, of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and the Amendment thereto, shall be binding upon and enure to the benefit of the respective heirs, executors, successors and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 26 day of November, 1986.

WITNESSES:

Sally Huffman
G. Michael Mackenzie

VILLAS OF LAKE ARBOR, INC.
A Florida Corporation
Jimmy L. Nichols
JIMMY L. NICHOLS,
Vice President

13.00

13.00

STATE OF FLORIDA
COUNTY OF PINELLAS

O.R. 6369 PAGE 608

Before me the undersigned authority, personally appeared JIMMY L. NICHOLS, to me well known to be the Vice President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation.

Witness my hand and official seal this 26th day of November, 1986.

L. Michael Washington
Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 5, 1988
BONDED THRU GENERAL TNR. 1000

Q.R. 6369 PAGE 609

Legal Description

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 6, Township 29 South, Range 16 East, Pinellas County, Florida, more particularly described as follows: From the West 1/4 corner of Section 6, Township 29 South, Range 16 East, Pinellas County, Florida, as a point of reference, thence North 00°37'22" West along the West line of said section, 2370.30 feet, thence North 89°57'50" East, 1338.49 feet, thence South 00°12'09" East, 632.75 feet to the POINT OF BEGINNING; thence continue South 00°12'09" East, 112.92 feet to a point of curve, thence Southwardly along a curve, curving to the right with a radius of 661.20 feet, an arc distance of 230.03 feet, chord 228.87 feet, chord bearing South 09°45'51" West to a point, thence North 89°38'58" West, 94.39 feet, thence North 00°12'09" West, 119.21 feet to a point of curve, thence Northwestwardly along a curve, curving to the left with a radius of 20.00 feet, an arc distance of 31.21 feet, chord 28.14 feet, chord bearing North 44°54'52" West to a point of tangency, thence North 89°37'35" West, 200.32 feet to a point of curve, thence Westwardly along a curve, curving to the left with a radius of 38.00 feet, an arc distance of 23.54 feet, chord 23.16 feet, chord bearing South 72°37'48" West to a point of reverse curve, thence Westwardly along a curve, curving to the right with a radius of 62.00 feet, an arc distance of 38.40 feet, chord 37.79 feet, chord bearing South 72°37'48" West to a point of tangency, thence North 89°37'35" West, 45.70 feet, thence North 00°22'25" East, 201.62 feet, thence due East, 34.15 feet, thence due North, 48.00 feet to a point of curve, thence Northeastwardly along a curve, curving to the right with a radius of 62.00 feet, an arc distance of 75.26 feet, chord 73.99 feet, chord bearing North 36°37'57" East to a point, thence leaving the curve on a non radial line, South 32°36'44" East, 12.60 feet to a point, thence Northwardly along a non tangent curve, curving to the left with a radius of 113.00 feet, an arc distance of 80.70 feet, chord 79.00 feet, chord bearing North 56°45'28" East to a point of curvature, thence Southwardly along a curve, curving to the left with a radius of 48.00 feet, an arc distance of 40.16 feet, chord 39.00 feet, chord bearing South 12°19'41" West to a point of compound curve thence Southeastwardly along a curve, curving to the left with a radius of 102.00 feet, an arc distance of 99.60 feet, chord 95.77 feet, chord bearing South 39°38'29" East to a point of tangency, thence South 67°38'29" East, 40.06 feet, thence North 89°47'51" East, 117.72 feet, thence North 72°42'12" East, 36.34 feet, thence South 17°17'48" East, 11.18 feet, thence North 89°47'51" East, 59.25 feet to the POINT OF BEGINNING.

Contains 2.7464 acres more or less.

EXHIBIT "A"

86152487

O.R. 6266 PAGE 2003

01 Cash 15.00
40 Rec 13.00
41 DS
43 Int
Tot 13.00

Return to:
This Instrument Prepared By:
G. Michael Mackenzie, of
MACKENZIE & LANGFORD
2420 Enterprise Rd., Suite 207
P.O. Box 14358
Clearwater, Florida 34279-4358

SUPPLEMENTARY DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

19 14816505 72 1. 09 JUL 86
40 13.00
TOTAL 13.00 CHK

VILLAS OF LAKE ARBOR

UNIT 7

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer"), this 9th day of July, 1986.

WITNESSETH

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 7, according to the map or plat thereof, as recorded in Plat Book 74, Pages 76 and 77, of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and the Amendment thereto, shall be binding upon and enure to the benefit of the respective heirs, executors, successors and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 9th day of July, 1986.

WITNESSES:

VILLAS OF LAKE ARBOR, INC.
A Florida Corporation

JIMMY E. NICHOLS
Vice President

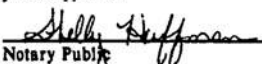
Shelli Huffman
Patricia R. Hall

O.R. 6266 PAGE 2004

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me the undersigned authority, personally appeared JIMMY L. NICHOLS, to me well known to be the Vice President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation.

Witness my hand and official seal this 9th day of July, 1986.


Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR 18, 1989
BONDED THRU GENERAL INS. 1987

D.R. 6266 PAGE 2005

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE: THENCE NORTH 00°37'22" WEST, ALONG THE WEST LINE OF SAID SECTION 2370.30 FEET; THENCE NORTH 89°57'50" EAST, 284.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°57'50" EAST, 388.05 FEET TO A POINT ON THE WEST LINE OF THE VILLAS OF LAKE ARBOR UNIT 5; THENCE ALONG SAID WEST LINE, SOUTH 00°02'10" EAST, 113.42 FEET TO A POINT ON THE NORTH LINE OF A 24 FOOT WIDE PRIVATE DRIVE; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING FOUR COURSES; SOUTH 89°57'50" WEST, 4.25 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 106.17 FEET, RADIUS 77.00 FEET, CHORD 97.96 FEET, CHORD BEARING SOUTH 50°27'50" WEST TO A POINT OF TANGENCY; THENCE SOUTH 10°57'50" WEST, 49.42 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 41.90 FEET, RADIUS 406.65 FEET, CHORD 41.88 FEET, CHORD BEARING SOUTH 03°00'43" WEST TO A POINT ON THE NORTH LINE OF THE VILLAS OF LAKE ARBOR UNIT 4; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING THREE COURSES; SOUTH 89°57'50" WEST, 125.36 FEET; THENCE NORTH 87°12'09" WEST, 43.62 FEET TO A POINT ON THE WEST LINE OF A 24 FOOT WIDE PRIVATE DRIVE; THENCE ALONG SAID WEST LINE, NORTH 00°02'10" WEST, 60.91 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 72.01 FEET, RADIUS 215.27 FEET, CHORD 74.63 FEET, CHORD BEARING NORTH 10°01'05" WEST TO A POINT OF TANGENCY; THENCE NORTH 20°00'00" WEST, 236.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.8846 ACRES MORE OR LESS.

EXHIBIT "A"

86037188

O.R. 6173 PAGE 951

**SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
VILLAS OF LAKE ARBOR
UNIT 5**

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer"), this 20th day of February, 1986.

WITNESSETH:

15 15771264 40	1. 21FB86
40	13.00
TOTAL	13.00 CHG

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement and aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 5, according to the map or plat thereof, as recorded in Plat Book 74, Pages 64 & 65, of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

Return
This instrument was prepared by
S. MICHAEL MACDONALD
S. MICHAEL MACDONALD
P.O. Box 1122, Dunedin, FL 33526

01 Cash 11 Chg
40 Rec 13.00
41 DS
43 Int
Tot 13.00

FEB 21 10 37 AM '86

D.R. 6173 PAGE 952

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and Amendment thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit 'A'.

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 20th day of February, 1986.

WITNESSES:

VILLAS OF LAKE ARBOR, INC.
a Florida Corporation

[Signature]
JIMMY L. NICHOLS, Vice-President

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JIMMY L. NICHOLS, to me well known to be the Vice President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 20th day of February, 1986.

[Signature]
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 5, 1988
BONDED THRU GENERAL INS. CO.

O.R. 6173 PAGE 953

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE: THENCE NORTH 00°37'22" WEST, ALONG THE WEST LINE OF SAID SECTION 2370.30 FEET; THENCE NORTH 89°57'50" EAST, 672.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°57'50" EAST, 140.00 FEET TO A POINT ON THE WEST LINE OF THE VILLAS OF LAKE ARBOR UNIT 2; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING THREE COURSES; SOUTH 00°02'10" EAST, 125.42 FEET; THENCE SOUTH 89°57'50" WEST, 30.00 FEET; THENCE SOUTH 00°02'10" EAST, 140.29 FEET TO A POINT ON THE NORTH LINE OF THE VILLAS OF LAKE ARBOR UNIT 4; THENCE ALONG SAID NORTH LINE SOUTH 89°57'50" WEST, 205.13 FEET TO A POINT ON THE WEST LINE OF A 24 FOOT WIDE PRIVATE DRIVE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING FOUR COURSES; ALONG THE ARC OF A CURVE TO THE RIGHT 41.90 FEET, RADIUS 406.65 FEET, CHORD 41.88 FEET, CHORD BEARING NORTH 08°00'43" EAST; THENCE NORTH 10°57'50" EAST, 49.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 106.17 FEET, RADIUS 77.00 FEET, CHORD 97.96 FEET, CHORD BEARING NORTH 50°27'50" EAST; THENCE NORTH 89°57'50" EAST, 4.25 FEET; THENCE LEAVING SAID WEST LINE NORTH 00°02'10" WEST, 113.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.0268 ACRES MORE OR LESS.

EXHIBIT A

PINELLAS COUNTY
Karl F. D. Bishop

AUG 23 10 59 AM '85

85177118

O.R. 6059 PAGE 2122

SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
VILLAS OF LAKE ARBOR

UNIT 4

15 15728519 40 1. 234685
40 13.00
TOTAL 13.00 CHK

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called
"Developer"), this 21st day of August, 1985.

WITNESSETH:

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 4, according to the map or plat thereof, as recorded in Plat Book 74, Pages 51 & 52 of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

The Developer further declares that the Covenants, Agreements and Rights set

01 Cash II Cnt
40 Rec 1300
41 DS
43 Int
Tot 1300 1041

This instrument was prepared by
G. MICHAEL MACKENZIE
G. MICHAEL MACKENZIE, P.A.
P.O. Box 1323, Dunedin, FL 33526

RETURN TO

O.R. 6059 PAGE 2123

forth in the aforescribed Declaration and Amendment thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 21st day of August, 1985.

WITNESSES:

VILLAS OF LAKE ARBOR, INC., a
Florida Corporation

JIMMY L. NICHOLS, Vice-President

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JIMMY L. NICHOLS, to me well known to be the Vice-President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 21st day of August, 1985.

NOTARY PUBLIC
My Commission Expires

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 10/1/1999
BONDED THRU GENERAL INS. CO.

O.R. 6059 PAGE 2124

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE WEST 1/4 CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE: THENCE N 00°37'22" W ALONG THE WEST LINE OF SAID SECTION 2370.30 FEET TO A POINT, THENCE N 89°57'50" E 812.65 FEET TO A POINT IN THE WESTERLY LINE OF THE VILLAS OF LAKE ARBOR UNIT 2, THENCE S 00°02'10" E ALONG SAID UNIT 2 A DISTANCE OF 125.42 FEET TO A POINT, THENCE S 89°57'50" W STILL ALONG SAID UNIT 2 A DISTANCE OF 30.00 FEET TO A POINT, THENCE S 00°02'10" E STILL ALONG SAID UNIT 2 A DISTANCE OF 140.29 FEET TO THE POINT OF BEGINNING, AND EXTENDING THENCE, S 89°57'50" W A DISTANCE OF 219.90 FEET TO A POINT, THENCE N 75°25'35" W A DISTANCE OF 113.07 FEET TO A POINT, THENCE S 14°34'25" W A DISTANCE OF 125.36 FEET TO A POINT, THENCE S 87°12'09" E A DISTANCE OF 361.37 FEET TO THE SOUTHWESTERLY CORNER OF SAID UNIT 2, THENCE N 00°02'10" W ALONG THE WESTERLY LINE OF UNIT 2 A DISTANCE OF 110.65 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING WITHIN SAID BOUNDS 0.8553 ACRES.

EXHIBIT "A"

85016059

D.R. 5919 M. 1682

85019192

SUPPLEMENTARY DECLARATION OF COVENANTS

D.R. 5922 PAGE 772

AND RESTRICTIONS FOR
THE VILLAS OF LAKE ARBOR

UNIT 3

15 15674799 96	1. 23JAN85
	9.00
TOTAL	9.00 CHK

01 Cash 11 Cts
40 Rec 13.00
41 DS
43 Int.
Tot 13.00 B/K

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called
"Developer"), this 22nd day of January, 1985.

19 14677499 72	1. 28JAN85
40	13.00
TOTAL	13.00 CHK

WITNESSETH:

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 355, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 3, according to the map or plat thereof, as recorded in Plat Book 74, Pages 42 & 43, of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 355, both of the Public Records of Pinellas County, Florida.

*** RERECORDED TO ATTACH EXHIBIT "A".

01 Cash 11 Cts
40 Rec 13.00
41 DS
43 Int.
Tot 13.00
BA

Handwritten: *Karlson F. Mackenzie*
CLEAR
JAN 28 4 21 PM '85

Return To:
G. Michael Mackenzie
P.O. Box 1323
Dunedin, Fla

G. MICHAEL MACKENZIE, P.A.
ATTORNEY AT LAW DUNEDIN, FLORIDA

Original Condominium Plats pertaining hereto are filed in Condominium Pl Bk 74 P. 42-43

D.I. 5922 Ali 773

D.I. 5919 Ali 1087

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and Amendment thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 22nd day of January, 1985.

WITNESSES:

Patricia A. Bass
Shelly Huffman

VILLAS OF LAKE ARBOR, INC., a
 Florida Corporation

John J. Mark
 JOHN J. MARK, President

STATE OF FLORIDA
 COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JOHN J. MARK, to me well known to be the President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 22nd day of January, 1985.

G. Michael MacKenzie

NOTARY PUBLIC
 My Commission Expires:

Notary Public, State of Florida at Large
 My Commission Expires Sept. 18, 1985
 Bonded thru General Insurance Union

D.B. 5922 PAGE 774

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE WEST 1/4 CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N. 00° 37' 22" WEST ALONG THE WEST LINE OF SAID SECTION, 2370.30 FEET; THENCE N. 89° 57' 50" EAST, 1338.49 FEET; THENCE S. 00° 12' 09" EAST, 498.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S. 00° 12' 09" EAST, 134.75 FEET; THENCE S. 89° 47' 51" WEST, 214.99 FEET; THENCE N. 67° 38' 29" WEST, 40.06 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 99.69 FEET, RADIUS 102.00 FEET, CHORD 95.77 FEET, CHORD BEARING N. 39° 38' 29" WEST TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 40.16 FEET, RADIUS 48.00 FEET, CHORD 39.00 FEET, CHORD BEARING N. 12° 19' 41" EAST TO A POINT OF TANGENCY; THENCE N. 36° 17' 51" EAST, 113.50 FEET; THENCE S. 53° 42' 09" EAST, 42.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 35.62 FEET, RADIUS 209.62 FEET, CHORD 35.58 FEET, CHORD BEARING S. 58° 34' 16" EAST TO A POINT ON A NON-TANGENT LINE. THENCE ALONG A RADIAL LINE EXTENDED S. 26° 33' 37" WEST, 17.50 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 106.09 FEET; RADIUS 227.12 FEET, CHORD 105.12 FEET, CHORD BEARING S. 76° 49' 16" EAST TO A POINT OF TANGENCY; THENCE N. 89° 47' 51" EAST, 78.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.0650 ACRES, MORE OR LESS.

EXHIBIT "A"

85016059

O.R. 5919 M. 1682

SUPPLEMENTARY DECLARATION OF COVENANTS

AND RESTRICTIONS FOR

THE VILLAS OF LAKE ARBOR

15 15679799 40 1. 25,3685

UNIT 3

40 9.00
TOTAL 9.00 CHK

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer"), this 22nd day of January, 1985.

WITNESSETH:

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring, within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT 3, according to the map or plat thereof, as recorded in Plat Book 74, Pages 42 & 43, of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

01 Cash 11 Cr.
40 P. 9.00
41 US
43 Int
9.00
BA

G. MICHAEL MACKENZIE, P.A.
ATTORNEY AT LAW DUNEDIN, FLORIDA

Return to:
G. Michael Mackenzie
P.O. Box 1323
Dunedin, FL

JUN 23 1 55 PM '85

PINELLAS COUNTY CLERK

Original Condominium Plats pertaining hereto are filed in Condominium Pl. Bk 74 P. 42-43

D.B. 5919-1683

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and Amendment thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 22nd day of January, 1985.

WITNESSES:

Patricia A. Chan

Shelly Hoffman

VILLAS OF LAKE ARBOR, INC., a
Florida Corporation

John J. Mark

JOHN J. MARK, President

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JOHN J. MARK, to me well known to be the President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 22nd day of January, 1985.

Susan Mackenzie

NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 18, 1985
Bonded Three General Insurance Co.

84176832

D. I. 5834 PAGE 1671

D. I. 5827 PAGE 1824

84185256

SEP 4 12 57 PM '84 SUPPLEMENTARY DECLARATION OF COVENANTS

AND RESTRICTIONS FOR
VILLAS OF LAKE ARBOR14-1412053 72 1. 04582
TOTAL 13.00
13.00 CHK

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called
"Developer"), this 21st day of August, 1984.

14-1412053 72 1. 04582
40 13.00
TOTAL 13.00 CHK

WITNESSETH:

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT II, according to the map or plat thereof, as recorded in Plat Book 74, Pages 35 & 36 of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

**THIS INSTRUMENT RE-RECORDED TO ATTACH EXHIBIT "A"

40 Rec 9.00
41 US 9.00
43 Int 9.00
Tel 9.00

40 Rec 13.00
41 US 13.00
43 Int 13.00
Tel 13.00

Pinellas County Clerk
Katherine J. [Signature]
CLERK OF PINELLAS COUNTY

Aug 27 2 58 PM '84

G. MICHAEL MACKENZIE, P.A.
ATTORNEY AT LAW DUNEDIN, FLORIDA

RETURN TO:

This instrument was prepared by
G. MICHAEL MACKENZIE
G. MICHAEL MACKENZIE, P.A.
P.O. Box 1322, Dunedin, FL 33528

O. R. 5834 PAGE 1672

O. R. 5827 PAGE 1825

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and Amendment thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 21 day of AUGUST, 1984.

WITNESSES:

[Signature]
Jerrylyn Jones

VILLAS OF LAKE ARBOR, INC., a
 Florida Corporation

[Signature]
 JOHN J. MARK, President

STATE OF FLORIDA
 COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JOHN J. MARK, to me well known to be the President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 21 day of AUGUST, 1984.

[Signature]
 NOTARY PUBLIC
 My Commission Expires:
 JUNE 8, 1985

G. MICHAEL MACKENZIE, P.A.
 ATTORNEY AT LAW DUNEDIN, FLORIDA

D. 2. 5834 PAGE 1673

LEGAL DESCRIPTION

THAT PORTION OF THE NW 1/4 OF THE NW 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE WEST 1/2 CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N 00°37'22" W, ALONG THE WEST LINE OF SAID SECTION, 2370.30 FEET; THENCE N 89°57'50" E, 1037.65 FEET TO THE POINT OF BEGINNING; THENCE S 00°12'09" E, 348.84 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 48.16 FEET, RADIUS 115.50 FEET, CHORD 47.81 FEET; CHORD BEARING S 65°38'53" E TO A POINT OF TANGENCY; THENCE S 53°42'09" E, 86.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 31.38 FEET, RADIUS 184.62 FEET, CHORD 31.34 FEET, CHORD BEARING S 58°34'16" E; THENCE ALONG A RADIAL LINE N 26°33'37" E, 17.50 FEET; THENCE ALONG THE ARC OF A CONCENTRIC CURVE TO THE LEFT 78.06 FEET, RADIUS 167.12 FEET, CHORD 77.35 FEET, CHORD BEARING S 76°49'16" E TO A POINT OF TANGENCY; THENCE N 89°47'51" E, 78.00 FEET; THENCE N 00°12'09" W, 438.00 FEET; THENCE S 89°57'50" W, 300.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.8572 ACRES MORE OR LESS.

INGRESS AND EGRESS EASEMENT

A CONTINUOUS 60 FOOT EASEMENT AND 25 FOOT EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: FROM THE WEST 1/2 CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N 00° 37' 22" W, ALONG THE WEST LINE OF SAID SECTION, 2370.00 FEET; THENCE N 89° 57' 50" E, 1338.49 FEET; THENCE S 00°-12' 09" E, 468.00 FEET TO THE POINT OF BEGINNING, OF SAID 60 FOOT EASEMENT BEING 30 FEET EACH SIDE OF SAID CENTERLINE; THENCE S 89° 47' 51" W, 78.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 92.07 FEET, RADIUS 197.12 FEET, CHORD 91.24 FEET, CHORD BEARING N 76° 49' 16" W TO POINT "A" FOR REFERENCE; THENCE SAID EASEMENT BECOMES 25 FEET IN WIDTH, 12.50 FEET EACH SIDE OF THE FOLLOWING CENTERLINE; CONTINUE ALONG THE ARC OF SAID CURVE TO THE RIGHT 33.50 FEET, RADIUS 197.12 FEET, CHORD 33.46 FEET, CHORD BEARING N 58° 34' 16" W TO A POINT OF TANGENCY; THENCE N 53° 42' 09" W, 86.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 90.66 FEET, RADIUS 103.00 FEET, CHORD 87.76 FEET, CHORD BEARING N 78° 55' 02" W TO A NON-TANGENT LINE; THENCE S 74° 17' 51" W, 41.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 150.68 FEET, RADIUS 466.66 FEET, CHORD 150.02 FEET, CHORD BEARING S 83° 32' 51" W; THENCE N 87° 12' 09" W, 410.00 FEET; THENCE S 00° 05' 18" E, 190.00 FEET; THENCE S 89° 54' 42" W, 108.35 FEET TO THE END OF EASEMENT.

EXHIBIT "A"

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

84176832

D. I. 5827 PAGE 1824

SUPPLEMENTARY DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
VILLAS OF LAKE ARBOR

14 14429340 72	1. 220004
40	9.00
TOTAL	9.00 CASH

THIS SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS is made by VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called "Developer"), this 21st day of August, 1984.

WITNESSETH:

WHEREAS, Developer has heretofore executed and caused to be filed a Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, which was filed on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, in the Public Records of Pinellas County, Florida, and

WHEREAS, Developer executed and recorded an Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, on July 20, 1984, in Official Records Book 5807, Page 855, of the Public Records of Pinellas County, Florida, and

WHEREAS, Article II of the aforesaid Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR grants the Developer the right to bring within the provisions of said Declaration additional properties, and

WHEREAS, the Developer now desires to supplement the aforesaid Declaration to add additional properties to its terms and conditions.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A", attached hereto, and known as VILLAS OF LAKE ARBOR UNIT II, according to the map or plat thereof, as recorded in Plat Book 74, Pages 55 & 36 of the Public Records of Pinellas County, Florida, is and shall be held, transferred, sold, conveyed and occupied, subject to the terms and conditions of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on February 15, 1984, in Official Records Book 5700, Pages 218 through 271, inclusive, and Amendment to Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR, recorded on July 20, 1984, in Official Records Book 5807, Page 855, both of the Public Records of Pinellas County, Florida.

40 Rec 9.00
41 DS
43 Int 9.00
Tot 9.00

Pinellas County
Kathleen S. DeLoe
CLERK OF COUNTY
Aug 22 2 58 PM '84

G. MICHAEL MACKENZIE, P.A.
ATTORNEY AT LAW DUNEDIN, FLORIDA

RETURN TO:

This instrument was prepared by
G. MICHAEL MACKENZIE
G. MICHAEL MACKENZIE, P.A.
P.O. Box 1322, Dunedin, FL 33528

d. r. 5827 PAGE 1825

The Developer further declares that the Covenants, Agreements and Rights set forth in the aforescribed Declaration and Amendment thereto, shall be binding upon and inure to the benefit of the respective heirs, executors, successors, and assigns of the Developer, and persons claiming by, through or under a Developer and shall be deemed covenants running with the land identified in Exhibit "A".

IN WITNESS WHEREOF, VILLAS OF LAKE ARBOR, INC. has caused this Supplementary Declaration of Covenants and Restrictions to be executed this 21 day of AUGUST, 1984.

WITNESSES:

VILLAS OF LAKE ARBOR, INC., a
Florida Corporation

John J. Mark
JOHN J. MARK, President

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared JOHN J. MARK, to me well known to be the President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation such capacity.

Witness my hand and official seal this 21 day of AUGUST, 1984.

Jerilyn Jones
NOTARY PUBLIC
My Commission Expires
JUNE 8, 1985

G. MICHAEL MACKENZIE, P.A.
ATTORNEY AT LAW DUNEDIN, FLORIDA

PINE COUNTY, FLORIDA

84152514

O. F. 5807 PAGE 855

Handwritten: *Karl*
 CLERK OF COURT
 JUL 20 1 03 PM '84

AMENDMENT TO DECLARATION OF
 COVENANTS AND RESTRICTIONS

FOR

VILLAS OF LAKE ARBOR

14 14629160 72 1.
 99 7 00
 TOTAL 9 00

This Amendment to the Declaration of Covenants and Restrictions for Villas of Lake Arbor (hereinafter called "Declaration"), which was recorded on February 15, 1984, in O.R. Book 5700, page 218, is made by the Developer, VILLAS OF LAKE ARBOR, INC., with the consent of a majority of the members of the VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., pursuant to the Developer's Right to Amend contained in Article XIII, Section 13.5 of said Declaration.

1. Amend Article XIII, Section 13.2 to read as follows:

Section 13.2. Change by Developer. Until construction of the entire community has been fully completed, the Developer reserves the right to alter the boundaries of Lots, so long as the Developer owns the Lots so altered or obtains the written consent of the owner of a lot so altered; to increase or decrease the number of Lots; and to alter the boundaries of the Common Area. Such an amendment may be made by deed or by amendment of the recorded Plat and need be executed and acknowledged only by the Developer, the owner of any lot altered and the institutional mortgagee of a first mortgage covering the lots affected. Such an amendment shall not require the approval of the Association, its officers, directors or members, or other unit owners within the Community.

Except as amended hereby, the terms and provisions of the Declaration of Covenants and Restrictions for Villas of Lake Arbor previously recorded as hereinabove set forth are ratified and confirmed.

IN WITNESS WHEREOF, the Developer, VILLAS OF LAKE ARBOR, INC., and a majority of the members of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., have set their hands and seals on the day or dates hereafter set forth.

DEVELOPER

VILLAS OF LAKE ARBOR, INC.

By *J. Mark*
 its President

Attest: *[Signature]*
 Secretary

Q1 Cash 11 Chg

40 Rec 9.00

41 DS

43 Int 9.00

Tot 9.00

BA

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 14th day of JULY, 1984, by JOHN MARK, as President and JIMMY NICHOLS, Secretary of VILLAS OF LAKE ARBOR, INC., a Florida Corporation on behalf of said corporation.

[Signature]
 My Commission Expires:
 June 8, 1985

82

G. MICHAEL MACKENZIE, P.A.
 ATTORNEY AT LAW DUNEDIN, FLORIDA

Ret. *J. M. Michael*
 P.O. Box 1323
 Dunedin, FL 33526

3

9

The undersigned, constituting a majority of the members of the VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., do hereby join in the execution of the foregoing AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF VILLAS OF LAKE ARBOR.

WITNESSES

J. Wasson
J. Wasson
J. Wasson
J. Wasson
J. Wasson
J. Wasson
J. Wasson

MEMBERS

John J. Adriano
William J. Hayter
Myron K. Schmitz
J.B. Duncan
V. Richmond
Gertrude Westlund
Mary J. Ganger

STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11th day of JULY, 1984 by J. ADRIANO, H. HAYTER, M. SCHMITZ, J.B. DUNCAN, V. RICHMOND & WESTLUND, M. GANGER

Jarvis A. Jones
 Notary Public
 My Commission Expires:
 June 8, 1985

FLORIDA
 Clerk Circuit Court
 FEB 15 1 38 PM '84

84030400

O. R. 5700 PAGE 218

RETURN TO:

This Instrument Prepared By:
 G. MICHAEL MACKENZIE of
 G. MICHAEL MACKENZIE, P.A.
 1591 Main Street
 Dunedin, Florida 33528

DECLARATION OF COVENANTS AND
 RESTRICTIONS FOR
 VILLAS OF LAKE ARBOR

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made by
 VILLAS OF LAKE ARBOR, INC., a Florida Corporation (hereinafter called
 "Developer"), this 19th day of JANUARY, 1984.

ARTICLE IIntroduction, Definitions and Construction

Developer is the owner of the real property located in Pinellas County, Florida, more particularly described on Exhibits A and B attached hereto and desires to create on such properties a planned community with recreational facilities, open spaces and other community facilities. In order to preserve and enhance the property values and amenities in the community and to provide for maintenance of the properties and improvements contained therein, Developer hereby subjects the real property described in Exhibit A, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements and liens hereinafter set forth. Developer is imposing these covenants and restrictions for the benefit of all owners of the property, or portions thereof. This Declaration shall run with the title to the property, or any portion thereof, and the Grantee of any deed conveying the property, or any portion thereof, shall be deemed by the acceptance of such deed to have agreed to observe, comply with, and be bound by the provisions of this declaration.

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration and all supplementary or amendatory instruments thereto, shall have the following meanings:

Section 1.1. "Association" shall mean VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., a Corporation not for profit organized under the laws of the State of Florida, its successors and assigns.

Section 1.2. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 1.3. "Declaration" shall mean the covenants, conditions, restrictions and easements and all other provisions set forth herein or in any amendment hereto.

Section 1.4. "Developer" shall mean and refer to VILLAS OF LAKE ARBOR, INC., a Florida Corporation, its successors or assigns, or to any successor or assign of any of its interest in the development of said properties.

Section 1.5. "General Plan of Development" shall mean that plan as publicly distributed and as approved by appropriate governmental agencies which shall represent the general plan and uses of land in the Properties, as such may be amended from time to time.

Section 1.6. "The Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 1.7. "Condominium Unit" shall mean that part of a condominium which is subject to exclusive ownership, and is further defined in Chapter 718 of the Laws of the State of Florida, 1981. As used herein the term shall be interchangeable with "Lot" and "Living Unit", where the context is appropriate.

Section 1.8. "Common Area or Areas" shall mean and refer, interchangeably, to those areas of land shown as "Common Area" or "Open Areas" on any recorded subdivision plat of the Properties and improvement thereto, and also any land improvements which are owned by the Association.

including the recreational facility areas of the VILLAS OF LAKE ARBOR COMMUNITY, which are intended to be devoted to the common use and enjoyment of the Members; and all areas not within the boundary of any Lot or Parcel

Section 1.9. "Living Unit" and "Unit" are interchangeable, and shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence. The term shall also mean and include a Condominium Unit.

Section 1.10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Areas as heretofore defined. The term shall include a condominium Living Unit.

Section 1.11. "Multifamily Structure" shall mean and refer to a structure with two or more Units under one roof, and shall include a Condominium.

Section 1.12. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, and Living Unit (including Condominium Unit) but excluding the having such interest merely as security for the performance of an obligation.

Section 1.13. "Occupant" shall mean and refer to the occupant of a Living Unit or commercial space who shall be either the Owner or a leasee who holds a written lease.

Section 1.14. "Parcel" shall mean and refer to all undeveloped tracts of land which may become subject to this Declaration.

Section 1.15. "Rules and Regulations" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time amended.

Section 1.16. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Parcel and contains such complementary provisions for such Parcel as are

herein required by this Declaration, which shall include any Amendment to this Declaration or Joinder in this Declaration, executed for such purposes.

Section 1.17. "Interpretation". Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must" and "should" has the same effect as the use of the term "shall". Wherever any time period is measured in days, "days" means consecutive calendar days; and, if any such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or a legal holiday. Unless the context expressly requires otherwise, the terms "common area", "lot" and "property" means all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the property by providing a common plan for the development and enjoyment thereof. Headings and other textural divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provision.

ARTICLE II

Property Subject To This Declaration

Section 2.1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Pinellas County, Florida, and more particularly described in Exhibit A.**

Section 2.2. Additions By The Developer To Existing Property. The Developer shall have the right to bring within the provisions of this Declaration any property which is or may hereafter be acquired by the Developer.

** In accordance with the Plat thereof as recorded in Plat Book 74, Pages 20 & 21 of the Public Records of Pinellas County, Florida.

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of this declaration additional properties in future stages of development, which are any portion or all of those lands described in Exhibit B or which are contiguous to lands described in Exhibit B. For this purpose "contiguous" shall mean adjacent to any property described in Exhibit B or separated from any property described in Exhibit B only by an area dedicated to public use. Nothing herein shall mean that the developer must develop the property according to the general plan of development.

Section 2.3. Other Additions. Notwithstanding the foregoing, other additional lands than those described on Exhibit B may be annexed to the existing property upon approval in writing of the Developer and of the Association, pursuant to the affirmative vote of a majority of the Owners who are voting in person or by proxy at a regular or special meeting of the Association.

Section 2.4. Method of Addition. The additions authorized under Sections 2.2 and 2.3 may be made by recording in the Official Record of Pinellas County, Florida, one or more Supplementary Declarations of Covenants and Restrictions or Amendments to this Declaration or Joinder in this Declaration, with respect to the additional property.

Section 2.5. Mergers. Upon a merger or consolidation of another association with the Association, the Properties, rights and obligations of the Association may, as provided in its Articles of Incorporation, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property, 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 established by this Declaration within the existing property, except as hereinafter provided.

ARTICLE IIIMembership and Voting Rights

Section 3.1. Membership. Every Owner of a Lot or Living Unit is a member of the Association. An Owner of more than one (1) Lot or Living Unit is entitled to one membership for each Lot or Living Unit owned. Each membership is appurtenant to the Lot or Living Unit upon which it is based and is transferred automatically by conveyance of title to that Lot or Living Unit whereupon the membership of the previous Owner automatically terminates. Except for the Developer, no person other than an Owner may be a member of the Association, and membership in the Association may not be transferred or encumbered except by the transfer of title to a Lot or Living Unit; provided however, the foregoing do not prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession. All members of the Association shall be governed and controlled by the Articles of Incorporation and By-Laws of such Association.

Section 3.2. Voting Rights. When more than one (1) person holds interest or interests in any Lot or Living Unit, the vote for such Lot or Unit shall be exercised as they among themselves determine. The Association shall have two (2) classes of voting membership:

Class A. So long as there is Class B membership, Class A members are all Owners, except Developer, and are entitled to one (1) vote for each Lot or Living Unit owned. Upon termination of Class B membership Class A members are all Owners.

Class B. The Class B member is Developer, which shall have four (4) votes for each Lot or Living Unit owned. The Class B membership shall cease when all of the Lots or Living Units within the properties have been conveyed to purchasers, or on June 30, 1990, whichever first occurs.

ARTICLE IVDevelopment Plan

The VILLAS OF LAKE ARBOR COMMUNITY is being developed on a tract of land described on Exhibit "B" of this Declaration. It is intended to be developed in several phases, and as each phase is commenced, the lands encompassed by that phase will become subject to the provisions contained in this Declaration, in accordance with the terms stated in ARTICLE II hereof. All phases will be bound to one another through the terms of the Declaration and the interest of the Owners as members of the VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.

All roadways, utility systems, recreation facilities and Common Areas will be privately owned and maintained by the Association and other entities being served by the same, according to the development plan of the Developer as it may hereafter be constituted or amended. The establishment of full easement rights and benefits for such roadways, systems and facilities are provided and described in ARTICLE VI herein, and have also been separately provided for through a Mutual Easement Agreement recorded in the Public Records of Pinellas County, Florida. Upon completion of each phase of the development, the fee simple and unencumbered title to the lands upon which such roadways, systems and facilities have been constructed within that phase, will be conveyed to the Association. If there should be more than one Association within the overall VILLAS OF LAKE ARBOR COMMUNITY, conveyance will be made to the Association created for these purposes for that phase. Notwithstanding the possibility of ownership of certain of the common areas by different Associations, the easements previously granted through the Mutual Easement Agreement and reserved in this Declaration providing for the right of all owners to utilize the Common Areas shall bind all such Associations. The Developer covenants that no persons or entities other than those having a legitimate interest in the properties described in ARTICLE VI or properties contiguous thereto shall be granted any such easement rights or rights of use. All c

and expenses pertaining to the ownership, use and enjoyment of such easement rights are the sole obligation and expense of the Association (and, if applicable, all other persons and entities which may hereinafter use and enjoy the same). These expenses are assessable and collectible as a part of the regular assessments for maintenance and management, in accordance with the provisions contained herein.

ARTICLE V

Common Area

Section 5.1. Obligations of the Association. The Association subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 5.2. Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot.

Section 5.3. Extent of Members' Easements. The Members' easements of enjoyment created hereby shall be subject to the following:

(A) The right of the Association to establish reasonable rules governing the use of the Common Areas and recreational facilities.

(B) The right of the Association to suspend the right of a Member to use the facilities for any period during which the Member's account against his Unit remains unpaid for more than thirty (30) days. The right of the Association to suspend the right of a Member to use the said facilities for a period not to exceed sixty (60) days for any other infraction of this Declaration or the Rules and Regulation.

(C) The right of the Association to mortgage any or all

of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities pursuant to approval of the Class B member and of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy at a regular meeting duly called for this purpose.

(D) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless instrument signed by the Class B member and by two-thirds (2/3) of the Class A members, agreeing to such dedication or transfer, has been recorded.

(E) The Association may not alienate in any way or form Common Areas and amenities thereon without the prior approval of all holders of outstanding first mortgages or deeds to secure debts against any and all property or properties that are governed by these Declarations or amendments thereto; provided, however, this provision shall not be applicable for easements for utilities, sewer, storm and sanitary, road rights-of-way or other usages.

Section 5.4. Delegation of Use. Any Member may share his right of enjoyment of the Common Area and facilities with the members of his family, his guests and tenants, subject to such general regulations as may be established from time to time by the Association.

Section 5.5. Carports. In the event carports are constructed in the Common Areas for any phase of development, the developer may assign each Lot or Living Unit within that phase the exclusive use of a carport, which right of use shall not be transferrable except in conjunction with the conveyance of the Lot or Living Unit to a subsequent purchaser. Maintenance of the carport so designated shall be the responsibility of the Lot or Living Unit owner.

Section 5.6. Title to Common Area. The Developer will convey title to the Common Areas located within each phase of development to the Association upon completion of the improvements and sale of all Living Units.

located within that phase. Title to the recreational facility will be conveyed to the Association, or pro-rata to all such Associations within VILLAS OF LAKE ARBOR based upon the respective number of Living Units by each Association represented upon completion of the development of the community. Such conveyances shall be free and clear of all liens and financial encumbrances. From the date of this Declaration, members shall have all the rights and obligations imposed by Declaration with respect to such Common Areas and recreational facilities.

ARTICLE VI

Easements

The Developer hereby reserves unto itself and his successors and assigns, and grants (such grants being automatically made by any Deed of Conveyance incorporating or being subject to these Covenants) and dedicates to the Association and all Owners, their licensees, invitees, guests, heirs, successors and assigns, and the mortgagees of such parties, of properties within all present and future phases of the VILLAS OF LAKE ARBOR COMMUNITY which are now or hereafter may be established on the parcel described on Exhibit B hereto, the easements set forth in the following sections of this Article.

Section 6.1. Utility Easements. Utility easements are granted and reserved through the property as may be required to provide utility services for all residences and improvements within the VILLAS OF LAKE ARBOR COMMUNITY. However, easements through any Living Unit shall only be in accordance with the plans and specifications for the Living Unit Building unless approved in writing and duly acknowledged according to law by each Owner affected.

Section 6.2. Easements for Ingress and Egress. Easements for ingress and egress and right-of-way are granted and reserved for pedestrian traffic over, through, on and across all sidewalks, paths, walkways, lanes and avenues as the same from time to time may exist upon the Common Areas and for vehicular traffic over, through, on and across such portions of the Common Areas as may be intended for such purposes.

Section 6.3. Easements for Access to Living Units. Easements for ingress, egress and access are hereby granted to the Owner of each Lot and Living Unit on, over and across those portions of Common Area which are useful by the Owner as an area of access to and from his Lot and Living Unit. These easement rights may not be reduced, eliminated or interfered with in any way, except upon the express consent of the Owner or Owners of the Lot or Living Unit affected.

Section 6.4. Easements for Maintenance and Repair. Easements through the Living Units and the Common Areas are granted and reserved for the maintenance, repair, replacement and improvement of all portions of said Living Units or Common Area. Use of these easements for access to the Living Units shall be limited to reasonable hours and reasonable prior notice, except that access may be had at any time in the case of an emergency.

Section 6.5. Easements of Unintentional and Non-Negligent Encroachments. If a Living Unit shall encroach upon any Common Area or upon any other Living Unit by reason of original construction, then, if the encroachment cannot be corrected at a cost of less than \$500.00, an easement appurtenant to such encroaching Living Unit shall exist to the extent of such encroachment, so long as it shall exist.

Section 6.6. Emergency Easements of Ingress and Egress. Easements are granted and reserved over all courtyards, porches or other portions of any Lot and Living Unit which may be used as avenues of exit, whenever the same shall be reasonably required for emergency exit.

Section 6.7. Easements for Chimneys, Flues and Fireplaces. All fireplaces constructed in the Living Units, together with all the flue chimney ducts and other apparatus connected thereto, shall be considered part of the Living Unit to which such are appurtenant, and each Owner is hereby granted an easement to locate, keep, maintain and replace such chimney, ducts, flues and apparatus wherever such may have been initially placed, regardless of whether such location would otherwise constitute an encroachment.

Section 6.8. Easements for the Use and Enjoyment of Recreational Facilities and Common Areas. Easements, licenses and rights of use are hereby granted and reserved for the use and enjoyment of all open areas, waterfront areas, Common Areas and recreational facilities, including but not limited to the recreation building and swimming pool, which may now exist or hereafter be constructed upon the properties described on Exhibit B, hereto.

Section 6.9. Easements Created by Recorded Agreement. In conjunction with the platting of the first phase of VILLAS OF LAKE ARBOR, the Developer entered into a Mutual Easement Agreement with the Association such Agreement being recorded in Official Records Book 5587, at Pages 1738 through 1744, of the Public Records of Pinellas County, Florida. This instrument grants easements to the Association for ingress and egress over all roadways, and for utility easements over all portions of the properties described in Exhibit B, where the Developer may have constructed utility and service facilities. In addition, the Agreement grants rights to governmental and quasi-governmental authorities to use and enjoy the easements therein established to meet the needs of the residents and Owners of VILLAS OF LAKE ARBOR properties, and the Developer retained rights to add further Associations, parties and properties thereto. The easements established by this Article are in conjunction with those rights which have been established by such Agreement, and only those rights granted herein which are not provided for under said Agreement, shall be considered to be in addition to the rights established under said Agreement.

Section 6.10. Additional Easements Reserved for Expansion. Easements for utilities, communication services, drainage, recreation, ingress and egress, including pedestrian traffic over and across all sidewalks, paths, walks, lanes, grounds and other areas intended for pedestrian traffic, and for vehicular traffic over and across all such portions of the Common Area as may be paved and used for such purposes, are hereby granted and reserved for use in connection with other Living Units and the

Owners thereof which are presently or may hereafter be established by the Developer according to the Development Plan described herein, and for the benefit of the Owner of the property described by legal description in this Article, to the same extent as if the Common Areas of this Community were Common Areas of such other property. All expenses for maintenance, repair, alteration, improvement or replacement of facilities within such easement areas shall be borne by the Owners of the Living Units of this Community in the proportion that their number of units bears to the total number of Living Units using the easement facilities, or upon some equitable basis as the Developer or the Community Association deem appropriate. Further, the Developer reserves the right to establish any additional easements over any areas of this Community as may be necessary, desirable or appropriate, in its opinion, to serve the adjacent properties with utility services, drainage, traffic, ingress and egress and all other services and facilities and for its marketing purposes.

ARTICLE VII

The Association And The Administration Of Property

Section 7.1. Power to Contract. The Association shall have the power to contract for the management and maintenance of the Common Areas and Easement Areas, and to authorize a management agent to assist it in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records and maintenance, repair, improvement and replacement of the Common Areas, Easements Areas and Property with funds made available by the Association.

Section 7.2. Powers and Duties of Association. The powers and duties of the Association shall be those set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association, together with those powers reasonably implied to effect the purposes thereof. If there are conflicts or inconsistencies between this Declaration and either the By-Laws, the Articles of Incorporation or the laws of the State

of Florida, the terms and provisions of this Declaration shall prevail, and all Owners covenant to vote in favor of such amendments to such instruments as shall be effective to remove such conflict or inconsistencies

Section 7.3. Articles of Incorporation. The Articles of Incorporation of the Association are attached as Exhibit "C" to this Declaration. These Articles of Incorporation may be amended only in accordance with the provisions contained therein.

Section 7.4. By-Laws. The By-Laws of this Association are attached as Exhibit "D" to this Declaration, and these may be amended only in accordance with the provisions contained therein.

Section 7.5. Rules and Regulations. The initial Rules and Regulations for this Community are attached as Exhibit "E" to this Declaration. These Rules and Regulations may be amended by deletion, modification or the adoption of new rules and regulations, by a seventy-five percent (75%) vote of the Owners. However, except as the initial Rules may do so, no rule or regulation shall be adopted which would unreasonably interfere with an Owner's right to own, occupy, use or enjoy his individual Lot and Living Unit similar fashion to the rights which other fee simple property Owners enjoy with respect to their private residential property. All such Rules and Regulations shall be construed and enforced as provisions of this Declaration. The Developer hereby reserves the absolute right and authority to amend, alter, add, or rescind any Rule or Regulation as it shall deem to be in the best interests of the VILLAS OF LAKE ARBOR COMMUNITY, for and during the period which the Developer shall be engaged in marketing of new Living Units. Amended Rules and Regulations of the Developer shall be recorded among the Public Records of Pinellas County, Florida, and a true copy shall be furnished to the Owner or Owners of each Living Unit.

Section 7.6. Limitations from Liability of the Association. Notwithstanding the duty of the Association to maintain and repair the

Common Area and Community Property, the Association shall not be responsible for the adequacy of work performed, nor shall it be liable to any Owner for injury, damage or loss, other than the cost of maintenance and repair caused by any act of omission or commission on its part.

Section 7.7. Acquisition of Additional Interests. The Association is authorized and empowered to acquire interests in real property of all kinds and description, including easements, rights-of-way, licenses, uses, fee simple ownership, leasehold estates and all other forms of ownership, use or possession in and to recreational facilities of all kinds and descriptions, utilities and utility services, avenues for ingress and egress and all other property interests beneficial or appropriate for use and enjoyment by its members.

Section 7.8. Grant of Interests. The Association, by a majority vote of the Owners at a meeting duly called and held for this purpose, is empowered and authorized to give, grant, convey and enter into easements, licenses and rights of use and access with other Associations any other firm, person, corporation or governmental entity as it shall deem necessary or appropriate.

ARTICLE VIII

Maintenance, Repair and Alteration

Section 8.1. Common Area. The Association has the exclusive responsibility and authority for the operation, maintenance and repair of the Common Area, and of all improvements constructed or installed thereon. In addition, the Association has the right and authority to make such alterations, improvements, deletions and additions to the Common Area and the Property as it shall deem appropriate and desirable, upon the approval of at least seventy-five percent (75%) of the Owners. However, such alterations, improvements, deletions or additions shall not be made without the prior written consent of the Developer until June 30, 1990, or until the Developer shall have completed and sold all phases of all

Living Units which are now or may hereafter be planned, zoned and designated for construction within the Property described in Exhibit "B", here:

Section 8.2. Easement Areas. The Association has the responsibility to maintain, repair and replace all improvements now or hereafter constructed on the properties owned by the Association or to which the Association or its members have been granted easements or right of use and enjoyment. These include but are not limited to all roadways, walkways, street lighting, utility and service systems, recreational facilities, open areas and Common Areas. The share of the cost and expenses for such maintenance, repair and improvement which this Association shall pay is in direct proportion to the number of Lots and Living Units contained within the Association as compared to the total number of Lots and Living Units in the project. Such costs and expenses shall be an ordinary obligation of the Association, and shall be provided for in the regular budget Association expenses.

Section 8.3. Residential Building Interior Maintenance. Each Owner shall be responsible to maintain, repair and replace all portions of the interior of his Living Unit at his sole expense. This shall include all glass, screens, doors and heating and air condition units, whenever installed. Such required maintenance, repair and replacement shall be promptly made in all instances where the failure to do so would interfere with the rights, enjoyment or use of adjoining Units or the Common Areas, or which would adversely effect the appearance of the Community.

Section 8.4. Residential Building Exterior Maintenance. The Owners of all Living Units comprising a residential building are jointly and severally responsible to provide for the exterior maintenance of their respective residential building. Decisions related to the scheduling and the performance of exterior maintenance shall be made by a majority vote of the Owners within each respective building, subject to the provisions and restrictions contained herein and relating to the Association's right to preemptively provide for such maintenance and repair. Except for routine repairs and replacement with like items, the Architectural Control Committee of the Association shall approve all plans and specifications to be followed for such repairs or replacements.

Section 8.5. Cost of Exterior Maintenance. The cost of exterior maintenance of each residential building shall be assessed against each Living Unit therein, equally, and shall be promptly paid by each Owner as assessments shall be made. However, if the need for maintenance or repair of the building exterior shall be caused through the negligent or willful act of any Owner, his licensees, invitees, guests, tenants or fellow occupants, the cost of such exterior maintenance shall be assessed against the Owner and shall be collectible in the manner of collecting assessments, as is elsewhere provided herein.

Section 8.6. Collection of Exterior Maintenance Cost. If an Owner shall fail to promptly pay any amounts due for his respective portion of the maintenance costs of his respective building, the Association shall have the right to assess such Owner and such assessments shall bear interest at the highest lawful rate. The amount of any such assessment, including interest and late charges, shall be collectible in the manner of collecting assessments, provided for elsewhere in this Declaration.

Section 8.7. Association's Right to Maintain Residential Building Exteriors. If the Unit Owners fail to maintain the exterior appearance of their respective residential building, the Association may do so, and shall hereby have a right of access, ingress and egress to all portions of all Living Units, for this purpose. The Association shall take no action in this regard, however, until it shall have furnished written notification to the respective Owners of the building stating the necessity for the maintenance or repair and requesting the Owners to cause such to be performed, and giving them a thirty (30) day period within which to commence work. All expenses incurred by the Association for such maintenance or repair, including all costs of borrowing funds if the Association shall do so for this purpose, shall be assessed against the Owner or Owners of each Living Unit within such residential building, shall bear interest at the highest lawful rate, and shall be collectible in the manner provided for collection of assessments, contained elsewhere in this

Declaration. The Association shall not be liable for the quality or effectiveness of any maintenance or repair so provided.

Section 8.8. Owner's Duty to Reconstruct or Repair Casualty Damage to A Living Unit. Where casualty damage or loss occurs to one or more Living Units, the Owners shall commence repairs or replacement within ninety (90) days of the date of casualty or loss, and such repairs shall be at the Owners' sole cost and expense. In the event the Owners shall fail to repair or replace such damage, the Association or its delegate may do so and assess all costs against the Owners, and these costs shall be a lien against the Lots and Living Units, collectible in the manner set forth in this Declaration for the collection of other liens and assessment. The Architectural Control Committee of the Association shall approve all plans and specifications for such repairs or replacements prior to the commencement of the same by the Owners. As such repairs or replacements are made, the Association will release to the Owners all insurance proceeds made available to it for such purpose. In the alternative, at its option, the Association may assume sole responsibility and authority for such reconstructions and repairs which, in such event, will be made in accordance with the provisions contained in this Declaration concerning general maintenance and repair. Whenever the Association shall assume such responsibility, the Owners shall assign and release to the Association the proceeds of all insurance which shall have become payable to the Owners for such purpose. The Association shall not be responsible or liable for the quality or effectiveness of any repairs so made.

Section 8.9. Maintenance of Grounds. The Association shall maintain all yard areas which are not enclosed, which shall be treated as a Common Area for this purpose. All costs and expenses for this ground maintenance shall be budgeted as a part of the regular common expenses of the Association. The grounds within the enclosed yard areas shall be maintained at the sole cost and expense of the Owner of each respective Living Unit. If such maintenance shall not be performed to the satisfact

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of the Association, the Association may cause the appropriate maintenance to be performed, and shall thereupon assess all costs and expenses thereof against the respective Owner of the Living Unit. Such assessment shall bear interest at the highest lawful rate and shall be collectible in the manner provided for collection of assessments, elsewhere contained in this Declaration.

Section 8.10. Maintenance of Party Walls. Each wall built as a part of the original construction of the Living Units as the dividing line between the Living Units shall be a party wall. The cost of repair and maintenance of each party wall shall be shared equally, Living Unit to Living Unit, between the Owners thereof, except in the case where maintenance or repair shall be occasioned by the willful act or negligence of the Owner of one Unit. In such event, the willful or negligent Owner shall pay one hundred percent (100%) of all repair or maintenance cost. Further, the common law of the State of Florida shall apply and govern the respective rights and responsibilities of the Owner or Owners of each Living Unit.

Section 8.11. Maintenance of Carports. Each Owner shall be responsible to maintain his carport in a good state of condition and repair at all times, and if he shall fail to do so, the Association may do so and all expenses incurred thereby shall be assessed against the Owner and shall be collectible in the manner provided for the collection of assessments contained elsewhere in this Declaration. The cost of removing and installing carports, if necessary, incidental to repaving or repairing the pavement done in the regular manner by the Association shall be considered an expense of the Association, and not of the Owner.

ARTICLE IX

Covenants For Assessments

Section 9.1. Personal Obligation For Assessments. Each Owner

of any Lot or Living Unit, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, and (3) annual or special Parcel assessments or charges, such assessments to be established and collected as hereinafter provided. All such assessments, together with interest and costs of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest and costs of collection, shall also be the personal obligation of the person who was the Owner of the Lot or Living Unit at the time the assessment fell due.

Section 9.2. Regular Assessments for Common Expenses.

Regular assessments for common expense shall be budgeted and made as follows:

(A) During Class B Membership Period. During the period when there shall be Class B membership, regular assessments for common expenses shall be made on an annual basis, in advance, by a vote of two-thirds (2/3) the Board of Directors of the Association in accordance with its Articles of Incorporation and By-Laws. Each annual period, the Board shall adopt a budget for fixed expenses and assessments which shall be due and payable by each Owner in equal consecutive monthly payments, at the time and place designated by the Board of Directors.

(B) After Termination of Class B Membership. When the Class B membership terminates, the authority of the Board of Directors to set and determine the budget of regular expenses and assessments shall terminate. Thereafter, the Board of Directors shall prepare a proposed budget and shall submit it to all Owners at least thirty (30) days in advance of the annual meeting of the members set in accordance with the By-Laws. Where more than one Owner shall own a given Lot or Living Unit, delivery to any one such Owner shall be sufficient. The budget for the next annual period shall then be adopted at the annual meeting of the

members, by majority vote of the members present, provided there shall be a quorum, and members may consider and adopt any changes or additions to the proposed budget as they shall desire.

Section 9.3. Other Assessments. Subject to other provisions in this Declaration, the Board of Directors may, by a vote of two-thirds (2/3) of the entire Board, levy additional special assessments as it may deem necessary or appropriate for the management, operation, maintenance, repair, replacement, alteration or improvement of the Common Areas and easement areas, and to promote the recreation, health, safety and welfare of the residents of the VILLAS OF LAKE ARBOR COMMUNITY for the current year, only. These additional special assessments shall be due at the time specified by the Board.

Section 9.4. Assessments for Liens and Taxes. All liens of any nature, including taxes and special assessments, levied by governmental authorities which shall become a lien upon more than one Living Unit, or upon any portion of the Common Area or Common Property, shall be paid by the Association as a common expense assessed against the Owners. All such assessments levied upon the recreational facilities and other common ground dedicated for the exclusive use of the VILLAS OF LAKE ARBOR COMMUNITY shall be so paid and assessed whether or not legal title to such property shall have been conveyed to the Association at the time of levy. Any such lien which pertains distinctly to individual Lots or Living Units shall be assessed directly to the Lots or Living Units so affected. Each Unit which is certified for occupancy shall be assessed at a uniform rate.

Section 9.5. Parcel Assessments. If a Parcel shall become subject to the provisions of the Declaration, Parcel assessments shall be used for such purposes as are authorized by the supplementary Declaration for the given Parcel. Until completion and conveyance of all units in a Parcel, the Class B member shall set the Parcel assessment and thereafter by a vote of two-thirds (2/3) of the directors, the Board shall fix the

annual Parcel assessment for each Parcel, and date (s) such assessments become due. The Board may provide for collection of Parcel assessments annually or in monthly, quarterly, or semi-annual installments; provided, however, that upon default in the payment of any one or more installments the entire balance of said assessments may be accelerated at the option of the Board and be declared due and payable in full.

Section 9.6 Special Assessment for Capital Improvements.

In addition to the annual assessments authorized above, the Association, majority vote taken at a special meeting of its members called for such purpose, and upon due notice indicating the nature of the special meeting having furnished to the members and at which a quorum shall be present, may levy in any assessment year a special assessment applicable to that year and not more than the next five succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Class B Member.

Section 9.7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage except a purchase money mortgage given to the Seller on said property. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure or conveyance in lieu of foreclosure shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien there-

Section 9.8. Records and Accounts. The Association will maintain a record of all of its receipts and expenditures in accordance with accepted accounting practice and procedures.

Section 9.9. Late Charge for Assessments. All assessments shall be due on the first day of each month. If an Owner shall fail to pay an assessment on the date on which the same shall become due and payable, then the Association may levy a late charge as an additional assessment against the defaulting Owner, and may collect the same as is provided for the collection of assessments herein. This late charge shall not exceed a sum of \$3.00 for each day in which the default shall occur.

Section 9.10. Lien for Assessments. Each Owner shall be responsible for all assessments levied upon his Lot and Living Unit. All unpaid assessments will bear interest at the highest lawful rate from the due date until the date of payment, plus costs of collection and attorney's fees equal to twenty-five percent (25%) of the amount due or such greater amounts as may be awarded by court, and necessary costs of collection, and additional reasonable fees for any appellate litigation. The Association shall have a lien upon each Lot and Living Unit for all unpaid assessments late charges and interest. This lien shall be exercised by recording among the Public Records of Pinellas County, Florida, a proper Claim of Lien in the name of the Association (or its delegate if there shall be one). The Claim of Lien shall state the amount due, the date when due, a description of the Lot or Living Unit, and the name of the record Owner. Liens for assessments may be foreclosed by suit brought in the name of the Association or its delegate or any Management Company managing the affairs of the Association, if the powers of the Association are vested in the Management Company by virtue of its agreement with the Association, in like manner to the foreclosure of a mortgage on real property.

Section 9.11. Assessments Not-Attributable to Developer. During the period in which the Developer shall own and be engaged in marketing efforts with respect to any of the Lot and Living Units within this Community, the Developer shall not be liable for the payment of any common expenses or assessments related to such Lot or Living Units, and no

such expenses or assessments shall be attributed in any way thereto. However, the Developer shall guaranty that the common expenses and assessments for maintenance and repair of the Common Area and Property until January 1, 1985, shall not exceed a stated dollar amount per month for each Lot, and the Developer is hereby obligated to pay any amount of such common expenses or assessments which shall be incurred during the guaranteed period and shall not be produced by assessments up to the stated dollar amount received from other Owners.

ARTICLE X

Insurance

Section 10.1. Duty to Insure. The Association and each Owner shall maintain in full and effect the policies of insurance required under this Article. Policies of the Association may provide for the issuance of mortgagee endorsements to the holders of first mortgages upon Lots and Living Units and, if the insurance company will agree, may provide that the insurer waive his right of subrogation against or between the individual Owners, the Association, or its delegate. These policies and endorsements shall be held by the Association or its delegate.

Section 10.2. Community Property Coverage. The Association or its delegate shall insure all Common Areas and Property through non-assessable policies with companies licensed to do business in the State of Florida, against destruction or loss by fire and other casualty, in amount and upon terms and provisions as it shall deem acceptable. All structural improvements upon real property shall be insured for their replacement value. In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to the Common Areas and Property covered by the policy, with any excesses to be paid to the Owners and their mortgagees as their interests may appear. Any reconstruction, repair or

replacement shall be in a form or manner which is at least equal to the original quality. If the insurance proceeds are insufficient to cover the loss the Association shall levy an assessment against the Living Unit Owner in accordance with the provisions of this Declaration to cover the deficiency.

Section 10.3. Election Not to Repair. If the Common Areas and Property are damaged or destroyed in excess of fifty percent (50%) of its value at the time of loss, and if seventy-five percent (75%) of all Owners shall elect not to rebuild, repair or replace the Common Area or Property, the insurance proceeds shall be distributed to the Owners and their mortgagees as their interest may appear.

Section 10.4. Liability Insurance. The Association shall obtain and keep in effect a comprehensive public liability insurance policy insuring the Association, its Board of Directors, officers and the Owners who are its members, against possible liabilities arising out of the use and ownership of the Common Areas and Property. This policy shall be in a amount of not less than \$500,000.00 for claims or damages for personal injuries from any single cause to any one person, and for not less than \$1,000,000.00 to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims for personal injuries alleged against the insured parties. The insurance shall also provide for a minimum of \$50,000.00 property damage coverage.

Section 10.5. Additional Insurance. The Association is authorized to carry such further policies of insurance as may, from time to time, be required by state law, or as its Board of Directors may deem appropriate.

Section 10.6. Insurance Coverage by Owners. Each Owner must keep in full force and effect at all times a full replacement value insurance policy insuring his Lot and Living Unit, and also providing coverage for the Owner's personal tort liability in amounts set and

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determined by the Association. Premiums for such insurance shall be paid for annually, and proof of payment shall be furnished to the Association, together with a copy of all such policies. In the alternative and at its option, the Association may purchase the replacement value insurance for the Living Units and the liability coverage for the Lots, with the costs of such insurances then being included as a part of the regular budget of the Association expenses, assessible and collectible as set forth elsewhere herein. In such event, the Association shall not be liable or responsible to any Unit Owner for the adequacy of such insurance coverage.

ARTICLE XI

Architectural Control

Amended 11/18/01
 Section 11.1. The Architectural Control Committee. An Architectural Control Committee shall be created and maintained for the purposes stated in this Article. The initial Committee shall consist of three (3) persons appointed by the Class B member. At such time as the Class B membership expires, the Committee shall consist of five (5) persons who shall be elected annually from among the membership of the Association by its members in the manner set forth in the By-Laws of the Association. No member of the Committee shall be entitled to compensation for services performed, but the Committee may employ independent advisors, and when so employed, their reasonable compensation shall be considered a regular expense of the Association. The Committee may charge a fee to an Owner requesting approval action, for the actual costs and expenses reasonably incurred by the Committee in acting upon such approval request.

Amended 11/18/01
 Section 11.2. Purpose. The Architectural Control Committee shall regulate the external design appearance of the Properties and of improvements thereon in such a manner so as to preserve and enhance value and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Amended 11/18/01
 Section 11.3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work

which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Control Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, improved or altered without the prior written approval of the Architectural Control Committee.

Section 11.4. Procedures. In the event the Committee fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Architectural Control Committee decision to the Board of Directors who may reverse or modify such decision by a four-fifths (4/5) vote of the directors.

Section 11.5. Rule-Making Authority. The Architectural Control Committee shall have authority to adopt and amend, from time to time, Rules and Regulations in connection with its approval authority; provided, however, such Rules and Regulations shall always be consistent with the provisions of this Declaration, and shall be approved by the Class B member. Violations of the Committee's Rules and Regulations shall be enforced by the Board of Directors with all power and authority of enforcement as provided herein for the enforcement of the provisions of this Declaration.

ARTICLE XII

Use Of Property

Section 12.1. Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Unit subject to all of the provisions of the Declaration.

Section 12.2. Nuisances. No nuisance or other use or condition detrimental to the Community or any of its residents shall be permitted to exist or operate upon any property.

Section 12.3. Restriction on Further Subdivision. No Lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

Section 12.4. Maintenance of Property. To the extent that exterior maintenance is not provided for, each Owner shall keep his Lot, and all improvements thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon, as provided here, the Association shall have the right to enter upon said Lot to correct such deficiencies and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall bear interest at the highest lawful rate and shall be collectable in the manner set forth herein for the collection of assessments..

Section 12.5. Leasing. Every lease of a Unit shall be subject to the provisions of this Declaration and all other instruments of record pertaining thereto, and all Rules, Regulations and lawful instructions of the Association and its agent, and all Tenants must comply with them. The failure of a Tenant to so comply shall entitle the Association to evict the Tenant and to maintain directly against the Tenant any cause of action which the Association would have against an Owner for such noncompliance by Owner. The Tenant shall be liable to pay all costs and expenses which the Association shall incur in taking such action, including its attorney's fee and if the Tenant shall fail to pay such costs and expenses, the Owner shall be liable to pay them and the Association shall have all lien rights and collection rights as are elsewhere provided in this Declaration for the collection of Assessments, including the imposition of late penalties for non-payment. These provisions shall not in any way limit or relieve the Owner from any cause of action which the Association shall have against the Owner as a consequence of his Tenant's noncompliance. All leases must contain and shall be deemed to contain the terms and provisions set forth in this Article and the Rules and Regulations.

ARTICLE XIII

Retained Rights Of The Developer

Section 13.1. Concerning Construction. During such time as the Developer is in the process of construction on any portion of the properties subject to this Declaration, the Developer, for itself and its successors and assigns, reserves the right to prohibit persons temporarily from access to any portion of the Common Areas, and to utilize the same exclusively for construction purposes. No Owner or his guests or invitees shall in any way interfere with or hamper the Developer, its contractor or

its employees, in their construction efforts.

Section 13.2. Change By Developer. Until construction of the entire Community has been fully completed, the Developer reserves the right to alter the boundaries between the Lots, so long as the Developer owns the Lots so altered, and to increase or decrease the number of Lots to alter the boundaries of the Common Area. No such change shall be made without an amendment of the recorded Plat pertaining thereto but such an amendment need be executed and acknowledged only by the Developer and approved by the institutional mortgagee of a first mortgage covering the Lots affected. Such an amendment shall not require the approval of the Association, its officers, directors or members, or other unit Owners within the Community.

Section 13.3. Sale and Leasing Activities. The Developer, its successors and assigns, shall have the right to transact any business necessary or appropriate to consummate sales or rentals of Lots or Parcels including but not limited to the right to maintain models; to install signs identifying the Community and advertising the sale of Lots; to maintain employees in offices, models and recreational portions of the Common Area; and to use the Common Areas and recreational facilities for marketing purposes. All sales office furnishings, and all personal property used by the Developer, its successors and assigns, in such marketing activities shall not be considered property of the Association and shall remain the property of the Developer.

Section 13.4. Right to Grant Easements. Additional easements may be granted by the Developer, or the Association if requested to do so by the Developer, on, over, under and across the Common Areas of the VILLAGE OF LAKE ARBOR COMMUNITY for utilities, drainage, ingress, egress, parking

other uses for the benefit of Owners of other lands in the general area of the Community, as the Developer shall determine to be desirable or appropriate; provided, no such easement shall interfere with the intended use of such areas. The Owners or users of all such easement areas shall be required to bear a proportion of all costs and expenses incident to the ownership, maintenance, use or enjoyment of the easement facilities, upon such fair and equitable basis as the Developer considers to be appropriate.

Section 13.5. Right to Amend. The Developer, its successors and assigns shall have the right to amend these Covenants and Restrictions during the course of development and marketing, as it shall deem to be in the best interest of the overall VILLAS OF LAKE ARBOR COMMUNITY; provided, however, no such Amendment shall alter the size or configuration of any Lot or shall reduce the size of the Common Areas or recreational facilities without the consent of the effected Lot Owner (where a Lot configuration is changed) or a majority of the members of the Association.

ARTICLE XIV

General Provisions

Section 14.1. Amendment. In addition to the Developer's right to amend as stated in Section 8.5, this Declaration may be amended at any time by the approval of the Class B member, if any, and eighty percent (80%) of the voting membership of the Association taken at a meeting called for such purpose. Amendments to the Declaration shall be evidenced by a Certificate of Amendment executed by the President and attested to by the Secretary of the Association, and shall contain a specific recitation certifying that the requisite vote of the Members was obtained at a meeting duly and properly called in accordance with the By-Laws of the Association. All such Certificates of Amendment shall be recorded among the Public Records of Pinellas County, Florida. No amendment shall prohibit the right of any Owner to rent his Living Unit for annual or longer periods, unless one hundred percent (100%) of the voting members shall so agree.

Section 14.2. Enforcement. The Association, any Owner or the Developer shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or of any Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14.3. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.4. Limitations. As long as there is a Class B membership, the Association may not use its resources or take a public position in opposition to the General Plan of Development or to change thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

ARTICLE XV

Compliance and Default

Each Owner shall be governed by and comply with the terms and conditions of this Declaration of Covenants and Restrictions and the Rules and Regulations of the Association. A default shall entitle the Association or other Owners to the remedies and relief set forth below, in addition to those provided elsewhere herein.

Section 15.1. Rights of Action. Each Owner and the Association shall comply with the provisions contained in this Declaration, and the Articles of Incorporation, By-Laws, and Rules and Regulations affixed hereto. Actions for damages or for injunctive relief, or both, for failure to so comply may be brought by the Association or an Owner against: (a) An Owner; (b) the Association; (c) any Director of the Association who

willfully and knowingly fails to so comply. The prevailing party shall be entitled to recover against the losing party all costs of such action, including a reasonable attorney's fee.

Section 15.2. Abatement of Utility Services. The Association shall have full power and authority to discontinue all utility services which it shall furnish to a Unit, the Owner of which shall be in default in paying any authorized expense or assessment for a period of more than thirty (30) days after the date on which written notice of such default shall have been furnished to him, either personally or by mail to his last known address.

Section 15.3. Costs and Attorneys' Fees. The Association shall be entitled to recover all costs and expenses, including reasonable attorneys' fees whether through trial or appellate litigation or otherwise which it shall incur as a consequence of an Owner's default or breach of the provisions of this Declaration or the Rules and Regulations, Articles of Incorporation, or By-Laws of the Association.

Section 15.4. No Waiver of Rights. The failure of the Association or an Owner to enforce any right, provision, term or condition of this Declaration or the Rules and Regulations, Articles of Incorporation or By-Laws of the Association shall not constitute a waiver of the right of the Association or the Owners to enforce the same in the future.

Section 15.5. Mandatory Joinder in Further Platting. It is mandatory that the Association shall join in and consent to all plats, dedications, supplemental Declarations and joinders which the Developer may hereafter require or which may be required for the establishment and creation of further phases of the VILLAS OF LAKE ARBOR COMMUNITY or other communities which are developed by the Developer in accordance with his Development Plan. If, for any reason whatsoever, the Association shall fail or refuse to so execute or join in as required, the Association shall

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fail or refuse to so execute or join in as required, the Association shall be responsible to pay all costs, expenses and attorney's fees incurred by the Developer in the enforcement of this obligation.

Section 15.6. Acceptance of Future Conveyances. The Association covenants and agrees that it will accept all conveyances which shall hereafter be made to it by the Developer in accordance with the provisions of this Declaration, and if it shall fail or refuse to do so, the Association shall be obligated to pay all costs, expenses and attorney's fees incurred by the Developer in the enforcement of this obligation. This provision is made for the benefit of the Developer and of each Owner, and is in furtherance of the Developer's contractual duties to make such conveyances.

ARTICLE XVI

Covenants Running With The Land

All provisions of this Declaration and the Rules and Regulation Articles of Incorporation and By-Laws of the Association shall be construed to be covenants running with the land and every part thereof and interest therein, including but not limited to every Lot and the appurtenances thereto; and every Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all provisions of such instruments. The covenants shall run for an initial term of ninety (90) years; and shall thereafter be automatically renewed for successive ten (10) year terms unless terminated in writing by a majority of the Owners or Owners of all Lots and also a majority of all mortgages having lien interests in any Lots.

ARTICLE XVII

Termination

This Declaration may be terminated at any time by an instrument

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signed by the Class B Member, if any, and by not less than eighty percent (80%) of the Owners of all Lots and Living Units which are subject to these provisions, and the consent and concurrence of a majority of all Mortgagees having First Mortgage interests in Lots or Living Units.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be executed for the purposes herein expressed, the day and year first above written.

WITNESSES:

VILLAS OF LAKE ARBOR, INC.
a Florida Corporation

By: John J. Mark
JOHN J. MARK, President

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared JOHN J. MARK, to me well known to be the President of VILLAS OF LAKE ARBOR, INC., a Florida Corporation, and he acknowledged before me that he caused this instrument to be executed for the purposes herein expressed on behalf of the Corporation, in such capacity.

WITNESS my hand and Official seal this 19th day of January, 1984.

G. Michael Mackenzie
NOTARY PUBLIC
My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires June 10, 1985
Bonded thru General Insurance Underwriters

CONSENT OF MORTGAGEE

The undersigned, PIONEER FEDERAL SAVINGS & LOAN, a corporation organized and existing under the laws of the United States of America, hereby consents to the recording of the Declaration of Covenants and

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Restrictions and Grant of Easements, this 1st day of
February, 1984. By this consent the Mortgagee in no
 way releases any of the properties encumbered by said Mortgage.

PIONEER FEDERAL SAVINGS & LOAN

By: Robert D. Kramer
 Its - VICE-PRESIDENT

ATTEST:

Patricia A. Fash
 Asst. Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State
 and County before me, an officer duly authorized and acting, personally
 appeared ROBERT D. KRAMER and PATRICIA A. FASH

VICE- President and Assistant Secretary, respectively of PIONEER
 FEDERAL SAVINGS & LOAN, a Corporation organized and existing under the law
 of the United States of America, to me known to be the persons described
 in and who executed the foregoing Consent of Mortgagee, and they acknowledged
 then and there before me that they executed the same as such officers for
 the purposes therein expressed; and that they affixed thereto the official
 seal of said corporation; and that the said agreement is the act and deed
 of said corporation.

WITNESS my hand and official seal this 1st day of
February, 1984.

Patricia E. Vacca
 NOTARY PUBLIC
 My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LAW
 MY COMMISSION EXPIRES APR 24 1984
 COUNTY OF PINELLAS

LEGAL DESCRIPTION

THAT PORTION OF THE NW ¼ OF THE NW ¼ OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE WEST ¼ CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N 00°37'22" W, ALONG THE WEST LINE OF SAID SECTION, 2370.30 FEET; THENCE N 89°57'50" E, 1037.65 FEET TO THE POINT OF BEGINNING; THENCE S 00°12'09" E, 348.84 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 48.16 FEET, RADIUS 115.50 FEET, CHORD 47.81 FEET, CHORD BEARING S 65°38'53" E TO A POINT OF TANGENCY; THENCE S 53°42'09" E, 86.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 31.38 FEET, RADIUS 184.62 FEET, CHORD 31.34 FEET, CHORD BEARING S 58°34'16" E; THENCE ALONG A RADIAL LINE N 26°33'37" E, 17.50 FEET; THENCE ALONG THE ARC OF A CONCENTRIC CURVE TO THE LEFT 78.06 FEET, RADIUS 167.12 FEET, CHORD 77.35 FEET, CHORD BEARING S 76°49'16" E TO A POINT OF TANGENCY; THENCE N 89°47'51" E, 78.00 FEET; THENCE N 00°12'09" W, 438.00 FEET; THENCE S 89°57'50" W, 300.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.8572 ACRES MORE OR LESS.

INGRESS AND EGRESS EASEMENT

A CONTINUOUS 60 FOOT EASEMENT AND 25 FOOT EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: FROM THE WEST ¼ CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AS A POINT OF REFERENCE; THENCE N 00° 37' 22" W, ALONG THE WEST LINE OF SAID SECTION, 2370.00 FEET; THENCE N 89° 57' 50" E, 1338.49 FEET; THENCE S 00° 12' 09" E, 468.00 FEET TO THE POINT OF BEGINNING, OF SAID 60 FOOT EASEMENT BEING 30 FEET EACH SIDE OF SAID CENTERLINE; THENCE S 89° 47' 51" W, 78.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 92.07 FEET, RADIUS 197.12 FEET, CHORD 91.24 FEET, CHORD BEARING N 76° 49' 16" W TO POINT "A" FOR REFERENCE; THENCE SAID EASEMENT BECOMES 25 FEET IN WIDTH, 12.50 FEET EACH SIDE OF THE FOLLOWING CENTERLINE; CONTINUE ALONG THE ARC OF SAID CURVE TO THE RIGHT 33.50 FEET, RADIUS 197.12 FEET, CHORD 33.46 FEET, CHORD BEARING N 58° 34' 16" W TO A POINT OF TANGENCY; THENCE N 53° 42' 09" W, 86.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 90.66 FEET, RADIUS 103.00 FEET, CHORD 87.76 FEET, CHORD BEARING N 78° 55' 02" W TO A NON-TANGENT LINE; THENCE S 74° 17' 51" W, 41.50 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 150.68 FEET, RADIUS 466.66 FEET, CHORD 150.02 FEET, CHORD BEARING S 83° 32' 51" W; THENCE N 87° 12' 09" W, 410.00 FEET; THENCE S 00° 05' 18" E, 190.00 FEET; THENCE S 89° 54' 42" W, 108.35 FEET TO THE END OF EASEMENT.

EXHIBIT "A"

LEGAL DESCRIPTION

UNOFFICIAL COPY

THAT PORTION OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE WEST $\frac{1}{4}$ CORNER OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AS A POINT OF REFERENCE; THENCE NORTH $00^{\circ}37'22''$ WEST ALONG THE WEST LINE OF SAID SECTION, 1676.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $00^{\circ}37'22''$ WEST, 693.64 FEET; THENCE LEAVING SAID LINE, NORTH $89^{\circ}57'50''$ EAST, 1338.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BELCHER ROAD; THENCE SOUTH $00^{\circ}12'09''$ EAST, ALONG SAID LINE, 632.75 FEET; THENCE SOUTH $89^{\circ}47'51''$ WEST, 215.00 FEET; THENCE SOUTH $46^{\circ}40'40''$ WEST, 86.44 FEET; THENCE SOUTH $89^{\circ}54'42''$ WEST, 1055.30 FEET TO THE POINT OF BEGINNING.

CONTAINS 20.9174 ACRES, MORE OR LESS.

EXHIBIT "B"

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1968 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2009307269 11/20/2009 at 10:39 AM
OFF REC BK: 16757 PG: 2027-2030
DocType:CTF RECORDING: \$35.50

**CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF
VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 5, 2009, by a vote of not less than two-thirds (2/3) of all the members of the Association, the By-Laws of the Villas of Lake Arbor Community Association, Inc., as originally recorded in O.R. Book 5700, Page 263, et seq., in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The By-Laws of the Villas of Lake Arbor Community Association, Inc. are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to By-Laws of Villas of Lake Arbor Community Association, Inc."

IN WITNESS WHEREOF, the Villas of Lake Arbor Community Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 11th day of November, 2009.

Witnesses:

VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

Signature

Printed Name

Signature

Printed Name

By:

John Dinnsen, President

ATTEST:

Peter Mangano
Peter Mangano, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 13 day of November, 2009, personally appeared before me John Dinnsen, as President, and Peter Mangano, as Secretary of the Villas of Lake Arbor Community Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

Michelle D. Walsh
NOTARY PUBLIC

My Commission Expires: 2/7/13



Michelle D. Walsh
COMMISSION # DD841106
EXPIRES: FEB. 07, 2013
WWW.AARONNOTARY.COM

M:\AMENDS\VillasofLakeArbor-By-LawAM-ElectionProc.0609.doc

**SCHEDULE OF AMENDMENTS
TO
BY-LAWS
OF**

VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

Shall ARTICLE III, Meeting of Membership, be amended by adding an entirely new Section, Nomination and Election of Directors, to read as follows?

Section 6. Nomination and Election.

A. Nominations for election to the Board of Directors shall be made by a Notice of Intent to run for the Board which is to be submitted by any interested candidates, or by nomination from the floor at the annual meeting. A letter will be sent to all Members at least 45 days prior to the election, with a Notice of Intent form, giving them 15 days within which to nominate themselves or another eligible person (subject to acceptance of such nomination).

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

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

D. As required by Section 720.303 of the Florida Statutes, nominations will also be taken from the floor at the annual meeting. Following the closing of any nominations from the floor, Members will have the opportunity to take back a previously submitted outer envelope containing a ballot, and change their vote, until such time as a motion to close the balloting is adopted by the Members represented at the meeting. At the election of Directors by Members, the Members or their proxies may cast as many votes as they are entitled under the Declaration with respect to each vacancy. All votes will be cast by secret ballot, unless the person(s) casting the vote waive the right to a secret ballot. The candidates receiving the largest number of votes shall be elected.

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

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

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1968 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

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KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA (727) 464-8700

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CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF

VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 11, 2002, by a vote of not less than two-thirds (2/3) of all the members of the Association, the By-Laws of the Villas of Lake Arbor Community Association, Inc., as originally recorded in O.R. Book 5700, Page 263, et seq., in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The By-Laws of the Villas of Lake Arbor Community Association, Inc. are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to By-Laws of Villas of Lake Arbor Community Association, Inc."

IN WITNESS WHEREOF, the Villas of Lake Arbor Community Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 2 day of September, 2003.

Witnesses:

VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

Dominick P. Yozzo
Signature
Dominick F. Yozzo
Printed Name
Neil Williams
Signature
NEIL WILLIAMS
Printed Name

By:

Dominick P. Yozzo
President

ATTEST:

John E. Dinorsen
Secretary

PINELLAS COUNTY FLA.
OFF REC BK 13048 PG 2626

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 2nd day of September, 2003, personally
appeared before me Dominic G. Girardo, President, and
John Diangen, Secretary of the Villas of Lake Arbor
Community Association, Inc. and acknowledged the execution of this
instrument for the purposes herein expressed.

Amber S. Streeter
NOTARY PUBLIC

Amber S. Streeter
Printed Name of Notary

My Commission Expires:



Amber S. Streeter
Commission # QC 908565
Expires Feb. 7, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

PINELLAS COUNTY FLA.
OFF. REC. BK 13048 PG 2627

SCHEDULE OF AMENDMENTS
TO
BY-LAWS
OF
VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.

Additions are Underlined
Deletions are ~~Stricken Through~~

1. Shall ARTICLE III, Meeting of Membership, Section 1, Annual Meeting, be amended to read as follows?

Section 1. Annual Meeting. ~~Unless the Class B membership has earlier ceased, the first annual meeting of the membership shall be held on the second Tuesday in December, 1985. Thereafter,~~ The annual meetings of the membership shall be held during the months of November or December of each year, at a time and place selected by the Board of Directors, for the purpose of electing Directors, adopting a budget for the next ensuing year, and for transacting such other business as the members or the Board of Directors may deem appropriate. The Board of Directors shall consist of not less than three (3) persons nor more than seven (7) and all members of the Board of Directors must be members of the Association.

EXHIBIT "A"

INST # 94-038800
FEB 9, 1994 1:12PM

PINELLAS COUNTY FLA.
OFF. REC. BK 8560 PG 2234

CERTIFICATE OF AMENDMENT TO

BY-LAWS OF

VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.

We, Jane Gustafson, as President and Glen Bruer, as Secretary of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., do hereby certify that by vote of two-thirds (2/3) of all members of the Association at the Annual Meeting of the membership of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., on December 1, 1993, held in accordance with the By-Laws of this Association, the following amendment to the By-Laws of Villas of Lake Arbor Community Association, Inc., was duly enacted:

Article III, Section 1 of the By-Laws of Villas of Lake Arbor Community Association, Inc. is amended as follows:

Section 1. Annual Meeting. Unless the Class B membership has earlier ceased, the first annual meeting of the membership shall be held on the second Tuesday in December, 1985. Thereafter, annual meetings of the membership shall be held during the month of ~~December~~ November of each year, at a time and place selected by the Board of Directors, for the purpose of electing Directors, adopting a budget for the next ensuing year, and for transacting such other business as the members or the Board of Directors may deem appropriate.

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VILLAS OF LAKE ARBOR
COMMUNITY ASSOCIATION, INC.

By: Jane Gustafson
Jane Gustafson, President

ATTEST:

Glen Bruer
Glen Bruer, Secretary

✓ PREPARED BY & RETURN TO:
STEVEN H. MEZER, P.A.
1212 COURT ST., SUITE B
CLEARWATER, FL 34616

PLATS PERTAINING
HERETO ARE RECORDED IN
PLAT BOOK 74
PAGES 20 AND 21.

OFF. REC. BK 8560 PG 2285

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 1 day of February, 1994, by Jane Gustafson and Glen Bruer, President and Secretary, respectively, of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., who are personally known to me or who have produced Drivers License.

Ida Ezell as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment of the By-Laws of Villas of Lake Arbor Community Association, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Ida Ezell
Notary Public

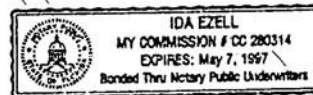
(SEAL)

State of Florida at Large

Ida Ezell
Print or Type Notary Signature

Commission Number

My Commission Expires:



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CHARGE AMOUNT	\$10.50
TOTAL	\$10.50
	\$10.50

CODING: The full text to be amended is stated: New words to be inserted are double underlined, words to be deleted are lined through with hyphens.

BY-LAWS
OF
VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.

ARTICLE I

Membership

All owners of Lots, Living Units and Parcels in the VILLAS OF LAKE ARBOR COMMUNITY shall be members of this Association. Transfers of membership shall be made only by a transfer of ownership of a Lot, Living Unit or Parcel. When proper notification has been furnished to it in accordance with the provisions of the Declaration of Covenants and Restrictions for the VILLAS OF LAKE ARBOR COMMUNITY, the transferee will thereupon become a member. Membership shall be held in the same manner as title to the Lot, Living Unit or Parcel; however, in the event ownership shall be in more than one person, all the owners shall be entitled collectively to only one (1) vote or voice in the management of the affairs of the Association, and the vote may not be divided between plural owners of a single membership. In the event the owner shall not be a natural person, the owning entity shall designate a natural person who shall be entitled to occupy the Lot, Living Unit or Parcel, and such natural person shall then be the designated member of the Association.

ARTICLE II

Voting Rights

The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners with the exception of the Developer and shall be entitled to one (1) vote for each Lot, Living Unit or Parcel owned. When more than one person holds an interest in any Lot, Living Unit or Parcel, all such persons shall be members. The vote for such Lot, Living Unit or Parcel shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot, Living Unit or Parcel.

Class B: Class B members shall be the Developer (as defined in the Declaration), who shall be entitled to four (4) votes for each Lot, Living Unit or Parcel owned or designated and established by the final site

plan or plans which have been accepted by the County of Pinellas, Florida, for development of all phases of a Planned Unit Development known as VILLAS OF LAKE ARBOR, and all Amendments thereto. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, whichever shall first occur:

(1) When VILLAS OF LAKE ARBOR, INC., or its successors or assigns has completed its marketing efforts for all Lots, Living Units and Parcels within the overall VILLAS OF LAKE ARBOR COMMUNITY, as described in Article IV of the Declaration of Covenants and Restrictions to which these By-Laws are attached.

(2) On June 30, 1990.

ARTICLE III

Meeting of Membership

Section 1. Annual Meeting. Unless the Class B membership has earlier ceased, the first annual meeting of the membership shall be held on the second Tuesday in December, 1985. Thereafter, annual meetings of the membership shall be held during the month of December of each year, at a time and place selected by the Board of Directors, for the purpose of electing Directors, adopting a budget for the next ensuing year, and for transacting such other business as the members or the Board of Directors may deem appropriate.

Section 2. Vacancy and Replacement. If the office of any director becomes vacant for any reason, a majority of the remaining directors, though less than a quorum, at any regular or special meeting of directors shall choose a successor who shall hold office for the unexpired term with respect to such vacancy.

Section 3. Removal. Directors may be removed with or without cause by an affirmative vote or an agreement in writing of a majority of the members. Special meetings for this purpose may be called upon petition of twenty percent (20%) of the unit owners, giving notices as required under these By-Laws. In the event of the removal of a director, the vacancy shall be filled in the manner set forth by the preceding paragraph.

Section 4. Powers of the Board of Directors. The property and business of the Association shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute the Articles of Incorporation or the Declaration of Covenants and Restrictions to which these By-Laws are annexed. The Powers of the Board of Directors shall specifically include, but not be limited to, the following items:

- A. To make and collect assessments and establish the time within which payment of the same are due.
- B. To use and expend the assessments collected; to maintain, improve, replace and preserve the Community not under the exclusive responsibility of the Owners of Living Units; and to purchase, lease or otherwise obtain equipment, materials and supplies appropriate for such purposes.
- C. To enter into and upon all Lots, Living Units and Parcels when necessary with as little inconvenience to the owner as possible in connection with the duties described in the preceding paragraph.
- D. To contract for management of the Community.
- E. To enforce the provisions of the Declaration, the Articles of Incorporation, these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association or the Architectural Control Committee.
- F. To pay all taxes and assessments which may become lien against any part of the Community other than individual Lots, Living Units, or Parcels and to assess the same against the members.
- G. To carry insurance for the protection of Owners and the Association against loss or damage by casualty, and liabilities, and for such other protection as the Board of Directors may deem appropriate.
- H. To employ personnel for reasonable compensation to perform the services required for the proper administration of this Community or the Association.

Section 5 Meetings.

- A. The first meeting of the Board of Directors shall be held immediately upon adjournment of the meeting of the membership at which the Board is elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the place designated for the meeting of the general members, and immediately after the adjournment of the same.
- B. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as it may designate. Notice of such regular meeting shall, nevertheless, be given to each Director personally or by mail, telephone or other appropriate method, at least five (5) days prior to the date named for the meeting.
- C. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on a like notice upon the written request of two (2) or more Directors.
- D. At all meetings of the Board, a majority of the Directors shall be necessary to constitute a quorum for the transaction of business.

ARTICLE VOfficers

Section 1. Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be Directors. After the election of the first Board of Directors, all officers shall be elected by a majority of the members of the Board of Directors, and after Class B membership has ceased, no person shall hold more than one office at any one time.

Section 2. The President. The President shall be the chief executive officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President of a corporation, including but not limited to the power to appoint committees from among the members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

Section 3. The Vice President. The Vice President shall exercise all powers and duties of the President in his absence and shall exercise such powers and perform such other duties as shall be prescribed by the Directors.

Section 4. The Secretary. The Secretary shall keep minutes of all proceedings of the Directors and of the members of the Association. He shall issue and cause to be served all required notices. He shall have custody of the seal of the Association and shall affix the same to instruments requiring such, when duly signed. He shall keep the records of the Association and perform such other duties incident to the office of secretary of an Association or as may be required by the Directors.

Section 5. The Treasurer. The Treasurer shall have custody of the Association's property, funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall receive and deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be required by the Board of Directors, and shall render to the Board at regular meetings or whenever required, an account of all transactions and of the financial condition of the Association. The Treasurer shall promptly report to the Board of Directors all delinquencies of members in the payment of assessments levied by the Association.

Section 6. Removal and Vacancies. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer shall become vacant, the remaining Directors by majority vote may choose a successor or successors who shall hold office for the unexpired term.

Section 7. Resignations. Any officer or any director may resign his office at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Association, unless some time shall be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE VI

Finances

Section 1. Fiscal Year. The fiscal year of the Association shall be the calendar year. The Board of Directors is expressly authorized to change this fiscal year at any time for the convenience of the Association.

Section 2. Adoption of Budget. The Board of Directors of the Association shall propose a budget for each calendar year to be adopted by the Board or the Owners in accordance with Article IX of the Declaration. Notice thereof shall be furnished to each Lot Owner as required by the Declaration.

Section 3. Method of Collection of Assessments. When adopted the budget shall be reduced to a monthly amount per Living Unit, which shall be computed on the basis of the provisions of the Declaration. Each Owner shall be notified of such amount, and the same shall be due and payable on the first of each month, in advance, to the Association or its management company delegate, without notice. Special assessments made in accordance with the provisions of the Declaration and these By-Laws shall be due and payable in the manner provided by the Board of Directors of the Association.

Section 4. Accounting. The Association shall maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times, and written summaries of such accounting records shall be supplied annually to the Unit Owners. Such records shall include a record of all receipts and expenditures of the Association and an account for each Lot, Living Unit or Parcel which shall designate the amount of each assessment, the dates and amounts on which the assessments shall become due, the amounts paid on the account and the balance due at any period.

Section 5. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from any officers and employees of the Association, and from any contractor handling or responsible for the Association funds. The amount of such bond shall be determined by the Directors, and the premiums shall be paid by the Association.

Section 6. Use of Common Surplus. The Association shall make no use of common surplus, except for the common benefit of the members, and upon authority of their vote. Voting authority shall be granted by a majority vote except where funds are to be spent for alterations, improvements, deletions or additions to the common areas or the Community, for which the provisions of the Declaration of Covenants, Restrictions and Easements require a greater vote, in accordance with the provisions of the Declaration.

ARTICLE VII

Indemnification

Every Officer, Director and Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses incurred as Director or Officer of the Association, or by reason of his serving or having served the Association at its request, whether or not he is a Director or Officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE VIII

Legal Actions

All attorneys fees and court costs, whether incurred for trial or appellate litigation, or otherwise, which shall be incurred by the Association, its officers and its Board of Directors, whether individually or in their representative capacities, shall be assessable against the members as an ordinary expense of the Association.

ARTICLE IXArbitration

If there is an agency of the State of Florida for the voluntary arbitration of internal disputes among unit owners, the Association, or other associations with the Community, the parties in dispute may agree to submit their dispute to the arbitration agency for determination. Decisions of the agency shall not preclude the submitting parties from seeking further resolution through civil court proceedings, but any final arbitration decision shall be admissible as evidence in such proceeding.

ARTICLE XAmendment of By-Laws

The By-Laws of the Association may be altered, amended or repealed at any regular or special meeting of the members, by a vote of two-thirds (2/3) of all members of the Association; provided that notice of said meeting has been given in accordance with these By-Laws, and that the notice shall contain a full statement of the proposed amendment and a full statement of the provision sought to be amended. Amendments to the By-Laws shall be effective upon enactment without recording same; however, recording shall be made as required by law.

These By-Laws shall be effective as of the date and time on which the corporation commenced its legal existence.

VILLAS OF LAKE ARBOR ASSOCIATION, INC

By: *[Signature]*

President

O. R. 5700 PAGE 256

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 25, 1984, as shown by the records of this office.

The charter number of this corporation is N01091.



CER-101

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 25th day of January, 1984.

George Firestone
Secretary of State

Exhibit "C"

D. I. 5700 PAGE 257

FILED

JAN 25 3 18 PM '84 This Instrument Prepared By:
 SECRETARY OF STATE G. MICHAEL MACKENZIE, of
 TALLAHASSEE, FLORIDA G. MICHAEL MACKENZIE, P.A.
 P. O. Box 1323
 Dunedin, Florida 34296-1323

ARTICLES OF INCORPORATION

FOR

VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC.

The undersigned parties do hereby associate themselves for the purpose of forming a corporation not for profit under the laws of the State of Florida and do hereby certify:

ARTICLE IName and Principal Place of Business

The name of the corporation is VILLAS OF LAKE ARBOR COMMUNITY ASSOCIATION, INC., and its principal place of business is: 2040 Belcher Road, Clearwater, Florida 33515.

ARTICLE IIPurpose

The Corporation is organized as a Community Association to provide for the operation of VILLAS OF LAKE ARBOR COMMUNITY which shall exist according to the Declaration of Covenants and Restrictions to be recorded in the Public Records of Pinellas County, Florida. The Corporation is organized for the principal purpose of providing a convenient means of administering and managing the common areas and business of this Community and promoting the health, safety, comfort and welfare of its members.

ARTICLE IIIPowers

The Corporation shall have the following powers:

- A. All of the common law and statutory powers of a Corporation Not For Profit under the laws of the State of Florida.
- B. All powers and authority granted to it under and by virtue of the terms of the Declaration of Covenants and Restrictions for VILLAS OF LAKE ARBOR.
- C. To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, Mutual Easement, Agreement, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the property in the VILLAS OF LAKE ARBOR COMMUNITY.

D. To contract for the management and maintenance of the entire Community.

E. To hold all funds and the titles to all property acquired by the Association and the proceeds thereof in a fiduciary capacity only for the benefit of the members in accordance with the provisions contained herein and in the Declaration.

F. The Association shall make no distribution of its income to its members, directors or officers other than through payment of reasonable compensation for services rendered.

ARTICLE IV

Term

The existence of the Corporation shall be perpetual.

ARTICLE V

Membership and Voting

A. The members of the Association shall consist of all the record owners of Lots, Living Units and Parcels within the VILLAS OF LAKE ARBOR COMMUNITY and also the Developer, until its membership shall be terminated in accordance with the By-Laws of the Association.

B. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida a deed or other instrument conveying record title to a Lot, Living Unit Parcel and delivering to the Association a copy of such instrument. The owner designated by such instrument shall thereupon become a member of the Association, and membership of the prior owner shall be terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, transferred or encumbered in any manner except as an appurtenance to his Lot or Living Unit or Parcel.

D. Each owner or owning entity of each Lot, Dwelling Unit or Parcel shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of an Apartment and the manner of their exercising voting rights shall be determined by By-Laws of the Association.

ARTICLE VI

Board of Directors

A. The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws, but not less than three (3) persons. The initial members of the Board of Directors shall be designated by the Class B member and need no approval of the members of the Association.

B. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies shall be filled in the manner provided by the By-Laws.

C. The names and addresses of the first members of the Board of Directors, who shall hold office until their successors shall have been elected, or until removed, are as follows:

JOHN J. MARK, 2040 Belcher Road, Clearwater, Florida
 SUSAN PERANTONI, 2040 Belcher Road, Clearwater, Florida
 G. MICHAEL MACKENZIE, 1591 Main Street, Dunedin, Florida

D. The first election of the Board of Directors of this Association shall not be held until at least one (1) year from the date which this Corporation shall have been duly incorporated, or until such election shall be required to be held in accordance with By-Laws of the Association.

ARTICLE VII

Corporate Officers and the Management of Corporate Affairs

A. The affairs of the Association shall be administered by such officers as shall be designated in the By-Laws, but shall consist of at least the following: President, Vice President, Secretary and Treasurer. The officers shall be elected by the Board of Directors at the first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

B. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT: John J. Mark, 2040 Belcher Road, Clearwater, Florida
 VICE PRES/SEC: Susan Perantoni, 2040 Belcher Road, Clearwater, Florida
 TREASURER: G. Michael Mackenzie, 1591 Main Street, Dunedin, Florida

ARTICLE VIII

By-Laws

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors in accordance with the provisions contained therein.

ARTICLE IX

Amendment of Articles

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Members of the Board of Directors or members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting.

C. Approval of the amendment must be by not less than sixty percent (60%) of the entire membership of the Board of Directors and in addition, by not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

D. No amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners or mortgages or other interests in the Lots, dwelling unit, Parcel or Common Area, as such is defined in the Declaration of Covenants and Restrictions for the VILLAS LAKE ARBOR COMMUNITY. No amendment to the Articles of Incorporation shall be made which is in conflict with any of the laws of the State of Florida or which is in conflict with any of the terms and provisions of the Declaration.

E. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

Subscribers

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

JOHN J. MARK, 2040 Belcher Road, Clearwater, Florida
SUSAN PERATONI, 2040 Belcher Road, Clearwater, Florida
G. MICHAEL MACKENZIE, 1591 Main Street, Dunedin, Florida

ARTICLE XI

Initial Registered Office and Agent

The street address of the initial registered office of the Corporation is: 1591 Main Street, Dunedin, Florida 33528, and the name of the individual registered agent of this Corporation at that address is G. MICHAEL MACKENZIE. The Corporation shall have the privilege of establishing such other branch offices in any other location or any other city or town in this State or any other State or Country, as may be

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approved by its Board of Directors.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their hands and seals this 19th day of JANUARY, 1984.

[Signature]
Susan Perantoni
G. Michael Mackenzie

STATE OF FLORIDA
 COUNTY OF PINELLAS.

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments personally appeared JOHN J. MAJ, SUSAN PERANTONI and G. MICHAEL MACKENZIE, who upon being first duly sworn by me acknowledged that they executed the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid this 19th day of January, 1984.

[Signature]
 NOTARY PUBLIC
 My Commission Expires:
 Notary Public, State of Florida at Large
 My Commission Expires Sept. 16, 1985
 Bonded thru General Insurance Underwriting

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I HEREBY ACCEPT the designation as Registered Agent to accept service of process for the Florida Non-Profit Corporation, VILLAS OF LAK ARBOR COMMUNITY ASSOCIATION, INC.

[Signature]
 G. MICHAEL MACKENZIE

STATE OF FLORIDA
 COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared G. MICHAEL MACKENZIE to me known to be the person who executed the foregoing Acceptance of Designation as Registered Agent and he acknowledged before me that he executed

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the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the State and County
aforesaid this 19th day of January, 1984.

Lusan Mackenzie
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 16, 1985
Bonded thru General Insurance Underwriters

AFFIDAVIT OF DELIVERY TO MEMBERS

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me the undersigned authority, personally appeared HELEN HAYTER,
being first sworn, deposes and says:

1. Affiant is the current Secretary of Villas of Lake Arbor Community Association, Inc., and has personal knowledge of the facts and circumstances set forth in this affidavit.

2. On NOVEMBER 7, 2013, the Board of Directors for Villas of Lake Arbor Community Association, Inc., caused a Notice of a Board of Directors Meeting taking place on DECEMBER 4, 2013 at INTEGRITY ASSN MGT. together with the Statement of Marketable Title Action, substantially conforming to that set forth in Florida Statutes §712.06, to be delivered to all of the members of Villas of Lake Arbor Community Association, Inc., by hand delivery/ mail on NOVEMBER 22, 2013.

FURTHER AFFIANT SAYETH NAUGHT

VILLAS OF LAKE ARBOR COMMUNITY
ASSOCIATION, INC.By: Helen J Hayter
SecretarySTATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23RD day of NOVEMBER, 2013, by HELEN J HAYTER, as Secretary of Villas of Lake Arbor Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did take an oath.

My Commission expires:



Arlene M Burns
Notary Public

EXHIBIT "B"