

EXHIBIT "A"

**DECLARATION OF CONDOMINIUM
OF
LOVER'S OAK, A CONDOMINIUM**

I.

Submission Statement

The undersigned fee simple owners hereby submit their property, hereinafter described, to condominium ownership pursuant to the Condominium Act, Chapter 718 Florida Statutes (1979). All of the definitions contained in Section 718.103 thereof are incorporated herein by this reference

II.

Name

The name by which this condominium is to be identified is LOVER'S OAK, A CONDOMINIUM.

III.

Legal Description

Refer to Exhibit "II" attached hereto and incorporated herein by reference.

IV.

Easements

Section 1. Easements are reserved through the condominium property as may be required for utility services and drainage in order to serve the occupants of the units: provided, however, such easements through a unit shall be only according to the plans and specifications for the building, unless approved as required for utility services in order to adequately serve the condominium and to adequately serve the property in LOVER'S OAK, whether adjacent to the condominium property or not.

Section 2. If a unit shall encroach upon any common element, or upon any other unit by reason of original construction, or by the nonpurposeful or nonnegligent act of the unit owner, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any element shall encroach upon any unit by reason of original construction or the nonpurposeful or nonnegligent act of Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

**Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540**

V.
Identification of Units

The units of this condominium are identified by number shown on Exhibit "H" attached hereto and incorporated herein.

VI.
Survey, Plot Plan, and Graphic Description of Improvements

All information required by Section 718.104(e) of the Florida Statutes is contained in Exhibit "I" attached hereto and by reference incorporated herein.

VII.
Percentage of Ownership of Common Elements, Common Surplus and Sharing in Common Expenses

The percentage ownership of the common elements and in the common surplus for each unit and the percentage of sharing the common expenses for each unit may be found in Exhibit "I" attached hereto and incorporated herein.

VIII.
Voting Rights

Each condominium parcel shall be entitled to one vote which shall be cast by the respective unit owner. In the event a unit is owned by more than one owner, the total owners of such unit shall collectively be entitled to cast the only vote attributed to such unit. Voting may be by proxy in accordance with the provisions of the Bylaws of the Condominium Association.

IX.
Amendments

Section 1. Except as otherwise provided herein, this Declaration may be amended at any regular or special meeting of unit owners called and noticed in accordance with the Bylaws, by affirmative vote of seventy-five per cent of the unit owners present and voting.

Section 2. The provision of Section 1 shall not apply to any amendment attempting to change (a) any condominium unit, (b) voting rights, (c) percentages of owning common elements, or (d) any provision contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, it will be necessary to have the approval of two-thirds of the Board of Directors of the Condominium Association, the affirmative vote of the owners of all units affected, and the joinder in the execution of all record owners of liens on all units affected.

Section 3. All Amendments shall be recorded as required by law.

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

Section 4. No amendment of this Declaration or of the Bylaws which in any way alters, changes, limits, diminishes, or otherwise affects any institutional mortgagee's position or right as mortgagee of any condominium parcel shall be effective without joinder of said institutional mortgagee.

X.
Association

The name of the Association responsible for the operation of this condominium is LOVER'S OAK CONDOMINIUM OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. A copy of the Articles of Incorporation of the Association is attached as Exhibit "B" and by reference incorporated herein.

XI.
Bylaws

The Bylaws of this condominium are set forth in Exhibit "C" attached hereto and by reference incorporated herein.

XII.
Assessments

Section 1. common expenses, including those required under any management contract, shall be assessed against each condominium parcel owner by the Association as provided in paragraph VII hereof. All assessments, including reasonable attorney's fee and other costs to collect same, shall be secured by a lien against the condominium parcel against which it is made. Such lien shall be effective upon recording in the Public Records of Pinellas County, Florida, a claim of lien stating the description of the parcel, The owner's name, the amount due and date due; and the lien shall continue in effect until paid in full. The lien shall be prior to and superior in dignity to the creation of any homestead status and every Purchaser of a condominium parcel hereby consents to the imposition of such lien prior to any homestead status.

Section 2. If an institutional mortgagee obtains title to a condominium parcel as the result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel unless the share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquirer, his successor or assigns.

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

XIII.

Termination

The unit owners may remove the condominium property from the provisions of the Condominium Act in the manner provided in said Condominium Act, and pursuant to the provisions thereof. The condominium further may be terminated by the affirmative vote of seventy-five percent of the unit owners, as authorized and provided in paragraph XIV herein.

XIV

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; the Association shall also purchase flood insurance where applicable; such policy shall be in the amount which shall be equal to the maximum insurance replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Association for the benefit of the Association, the unit owners, and their mortgagees as their interest may appear, and provision shall be made for the issuance of mortgage endorsements to the mortgagees of the respective units.

All hazard policies purchased to protect buildings shall provide that the word "building" wherever used in the policy shall include, but not be limited to, fixtures, installations or additions comprising of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for this paragraph, the unit owners shall be considered as additional insureds under the policy.

In the event of loss, the Association shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be payable to the unit owners and their mortgagees as their interests may appear. Any reconstruction, repair, or replacement shall be in accordance with the plans and specifications for the original building, said plans being on file with the Building Department of the City of Safety Harbor, Pinellas County, Florida.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common elements are totally destroyed or damaged, or in the event that said common elements are damaged or destroyed in excess of fifty per cent of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five per cent of all unit owners shall elect within thirty (30) days after notice not to rebuild, in which event the Condominium shall be terminated, the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interest may appear.

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

In addition to the above and foregoing insurance, the Association, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Association, its Board of Directors, officers, and unit owners against possible liability arising out of the use of the common elements, units and easements. Said policy shall be in the amount of not less than \$500,000.00 personal injury, and \$50,000.00 property damage.

The Association further shall, if required by State Laws, carry Workman's Compensation Insurance Policy, which policy will comply with the requirements of the Laws of the State of Florida.

All insurance premiums shall be included and treated as a common expense.

XV.

Common Elements and Appurtenances

There shall pass with the title to each unit as appurtenances thereto those items that are listed in section 718.106 of the Florida Statutes. The common elements shall include *within its meaning those items listed in Section 718.108 of the Florida Statutes* and partition or separation of the common elements shall be governed by Section 718.107 of the Florida Statutes. The aforementioned references to the Florida Statutes shall be as said statutes read at the time of recording of this Declaration.

XVI.

Parking

Section 1. The Developer shall establish a parking plan and in connection therewith will allocate and assign one (1) parking space to each of the units in the condominium. Those parking spaces designated by the Developer as guest parking spaces shall be used in common by unit owners' guests and invitees, pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

Section 2. As to further parking spaces not allocated as above, the right of the Developer or its assigns is hereby reserved to assign such additional spaces to such of the members of the condominium as it may from time to time determine, and the Developer shall have the right to charge a member for the exclusive right to use these additional spaces.

Section 3. All parking assignments made by the Developer shall be noted on the books of the Association and shall be an appurtenance to the unit so designated and a limited common element. The interest of the unit owner in these spaces may be assigned only to another unit owner or to a subsequent transferee and a form for this purpose shall be made available by the Directors of the Association.

Section 4. Upon the Developer having completed the parking plan, unit owners agree that they will park in their respective allocated spaces and that such plan shall not be changed or amended except upon the vote of ninety per cent of the unit owners. The parking and storage plan shall not be recorded in the Public Records but the Association shall keep said plan in its records and make same available to unit owners at all reasonable time.

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

occupant's unit between the hours of 11:00 o'clock P.M. and the following 9:00 o'clock A.M., if the same disturb or annoy other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two (2) hours in any day between the hours of 6:00 o'clock P.M. and the following 9:00 o'clock A.M. nor shall an occupant commit or permit any nuisance, immoral or illegal act in his unit or in the common elements.

Section 10. No unit in this condominium shall be permanently occupied by more than two individuals per bedroom. For purposes of this subsection, individuals shall be defined as members or member's approved lessees.

Section 11. Children under the age of sixteen (16) years shall not be permitted to live as permanent residents in the condominium. A permanent resident shall be defined as an individual residing in the condominium development for a period greater than thirty (30) days in any twelve (12) month period or during a calendar year, whichever is the lesser.

Section 12. No pets shall be permitted without the written consent of the Association and any such consent may be terminated at any time. All pets which are approved shall be subject to such reasonable rules and regulations as the association may from time to time promulgate.

The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration. The condominium shall have the right to make and amend reasonable rules and regulations, in addition to these restrictions, respecting the use of the property in the condominium as is provided for in its Articles of Incorporation.

XVIII.

Transfer of Condominium Parcels

Section 1. Sales. Prior to the sale or transfer of a condominium parcel, any member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within thirty (30) days from the date of the submission of the contract for sale. If approved, the approval of the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If no action is taken within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors.

If the transfer is disapproved, the Directors shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale. If the Directors fail to exercise their option to purchase within said thirty (30) day period, then the member shall be free to sell and convey to the intended purchaser. If the Directors fail to act within thirty (30) days as above provided or fail to exercise their option within thirty (30) days as herein provided, they shall furnish a certificate to that effect in form recordable in the Public Records of Pinellas County, Florida.

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

The provisions of this section shall not be applicable to any sale made by the Developer or it's assigns; to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of it's mortgage or by voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or accepting title in lieu of foreclosure, or to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

Section 2. Leasing. No unit shall be leased or rented by the respective unit owner thereof for transient or hotel purposes, which are hereby defined as (a) rentals for less than four (4) months, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnishing of laundry and linens and bell boy services. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same provided that all such leases are first approved by the Association and are made subject to this Declaration, the Articles of Incorporation, and the Bylaws of the Association, and the Condominium Act.

XIX.

Mortgages

An owner of a parcel may mortgage his parcel or any interest therein without the approval of the Association to a bank, life insurance company or federal or state savings and loan association which are hereby defined as institutional mortgagees. There shall be no other mortgagee except with the approval of the Association. Such approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

XX.

Unit Boundaries

Each unit shall include that part of the building containing the unit that lies within the following boundaries:

Section 1. The upper and lower boundaries of a unit shall be the following boundaries extended to an intersection with the parametrical boundaries:

(a) Upper Boundary – the horizontal planes of the undecorated finished ceiling.

(b) Lower Boundary – the horizontal planes of the undecorated finished floor.

Section 2. The parametrical boundaries of a unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to an intersection with each other and with the upper and lower boundaries.

Section 3. Any open balcony, as shown on the survey, and any terrace appurtenant to a unit shall be considered a limited common element for the exclusive use of the unit owner and shall not be considered part of the unit.

XXI.

Maintenance, Alteration and Improvement

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

Section 1. Units.

- (a) By the Association. The Association shall maintain, repair and replace at the Association's expense:
- (1) All portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to load bearing columns and load bearing walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities services (ie. electric power, cold water and sewer disposal), and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which contained.
 - (2) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.
 - (3) All owners shall be responsible for their proportionate share of the common expenses for the entire condominium common elements.
- (b) By the unit owner. The responsibility of the owner shall be as follows:
- (1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association, including all windows, screens and glass, kitchen equipment, doors, and all air flow ducts, heating and air conditioning equipment, whether contained inside or outside a unit, hot water heater, carpeting and any other contents of the unit, including all nonsupporting walls and partitions. Any maintenance, repair work or replacement done by a unit owner to windows, screens, glass or exterior doors pursuant to this paragraph shall conform to the existing design, color and quality of material replaced or repaired. Notwithstanding the foregoing, the Association will periodically clean the exterior windows of a unit which are accessible to the unit owner.
 - (2) To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.
- (c) Alterations and improvement. Except as elsewhere reserved to Developer, neither an owner nor the Association shall make any alterations in the proportions of a unit or condominium building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the condominium building and easement, without first obtaining approval in writing of owners of all units in which such work is to be done, the approval of seventy-five per cent of the record owners of other units, and the approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association. However, this section shall not apply to repairs which are authorized to be made by the Association as reflected in Section 1, paragraph (a), hereof.

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

Section 2. Common elements and limited common elements.

(a) By Association. The maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of the Association.

(b) By the unit owner. Notwithstanding the prior paragraph, each unit owner shall be responsible for the interior maintenance of his storage room and the periodic sweeping and cleaning of his balcony or terrace.

(c) Alteration and improvement. After the completion of the initial improvements included in the limited and common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of limited and common elements without prior approval of seventy-five per cent of the record owners of all the units.

XXII.

Compliance and Default

Each owner shall be governed by and shall comply with the terms of the Declaration of Condominium, its Exhibits and the Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of owner to comply therewith shall entitle the Association or other unit owners to the relief provided under the Condominium Act, and to other relief legally available.

Section 1. Negligence. Any owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, occupancy or abandonment of a unit interest or its appurtenances, or of the common elements.

Section 2. Cost's and Attorneys' Fees. In any proceedings arising because of an alleged failure of owner to comply with the terms of the Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and regulations may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

Section 3. No Waiver of Rights. The failure of the Association or the owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, its Exhibits or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

XXIII.

Covenants Running With the Land

All of the provisions of this Declaration of Condominium, its Exhibits, and the Rules and Regulations, as the same may be amended from time to time, shall be construed to be covenants running with the land, and every condominium parcel owner or tenant, his

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540

heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions contained therein.

XXIV.

Reservation of Rights to Developer

Notwithstanding anything to the contrary herein, Developer shall have the right to sell, lease or rent units to its initial designees without the approval of the Association. Developer shall have the right to transact, on the condominium property, any business necessary to consummate the sale of the units, including, but not limited to, the right to maintain models and sales office, have signs, employees in the office, use of the common elements and to show units. Sales office and model furniture shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to own parcels under the same terms and conditions as other owners, save and except for this right to sell rent or lease as contained in this paragraph and in Article XVIII, Section 1.

Developer reserves the right to change the interior design and arrange all of the units, and to alter the boundaries between units, so long as the interest of the Developer has not been sold. No such change shall increase the number of units nor alter the boundaries of the common elements nor the boundaries of any units in which the interest of the Developer has been sold, without amendment to this Declaration in the manner required herein. If more than one (1) unit is concerned, the Developer shall apportion between the units the share in the common elements which are appurtenant to the units concerned. Any amendment to this Declaration reflecting such alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved whether or not elsewhere required.

The Developer, pursuant to Section 718.116(8), Florida Statutes, shall be excused from payment of its share of common expenses and assessments for those units owned by it during the period of time that it guarantees the assessments for common expenses of the condominium imposed upon the unit owners, other than the Developer, shall not increase over a stated amount for a stated period of time per unit and obligates itself to pay any amount of common expenses incurred during that period and not reduced by the assessments by guaranteed level receivable from other unit owners.

Notwithstanding anything else contained in this Declaration to the contrary, this paragraph XXIV may not be amended without the written consent of the Developer as long as it owns units in this condominium.

Robert J. McDermott
Attorney At Law
101 N Clearwater-Largo Rd
Largo, Florida 33540



EXHIBIT "C"

**BY-LAWS
OF
LOVER'S OAK CONDOMINIUM
OWNER'S ASSOCIATION, INC.**

**A corporation not for profit
under the laws of the State of Florida**

ARTICLE I.

Identity

Section 1. These are the By-laws of Lover's Oak Condominium, called "Association" in these By-laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 4th day of February, 1980. The Association has been organized for the purpose of administering a condominium pursuant to chapter 718, Florida Statutes, called the Condominium Act in these By-laws, which condominium is identified by the name LOVER'S OAK CONDOMINIUM and is located upon lands situate in Pinellas County, Florida.

Section 2. The mailing address of the Association shall be 935 Main Street, Safety Harbor, Florida 33572.

Section 3. The corporation shall operate upon the fiscal year beginning the first day of January and ending the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year whenever deemed expedient and in the best interest of the Association.

Section 4. The seal of the Corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for Profit" and the year of incorporation.

ARTICLE II.

Definitions

All words, phrases, names and/or terms used in these Bylaws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, and all exhibits attached to said Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the content of said instruments otherwise requires.

**Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540**

ARTICLE III.

The Association

Section 1. Members. The owners of the condominium parcels shall be the members of this Association.

- a. Any legal entity capable of ownership of real property under the laws of Florida shall be eligible for Membership.
- b. Any legal entity, upon acquiring title to condominium parcel, shall become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall cease.

Section 2. Place of Meeting. Meetings of the Membership shall be held at the principal office or place of business of the Association, or at other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meeting. The first meeting of the membership of the Association shall not be held until the unit owners are entitled to control as provided in Article IV. such entitlement. Thereafter, annual meetings of the membership of the Association shall be held on the 2nd Tuesday of January of each succeeding year. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the Directors, and the Directors by majority vote may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of six (6) members. Such requests shall state the purpose or purposes of the proposed meeting. Provided, however, until Developer has relinquished control of the Association, no special member's meetings shall be called or convened except with the consent and approval of the Developer.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at the address as it appears in the membership book of the Association, or if no such address appears, at the last known place of address at least fourteen (14), but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notice of a meeting may be waived before or after the meeting. Notice shall also be posted in a conspicuous place on the Condominium Property, at least fourteen (14) days prior to any annual meeting and at least ten (10) days prior to a special meeting.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

Section 6. Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean owners having the right to vote seven (7) or more votes.

Section 7. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners", as defined in Section 6 of this Article, shall constitute a quorum.

Section 8. Adjourned Meeting. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the Owner or Owners of each unit, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. If an Unit is owned by one person, his right to vote shall be established by the record title to his unit. If any unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the unit shall be designated by a Certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a unit owner is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a Certificate signed by the President of said corporation in the presence of two (2) subscribing witnesses, and filed with the Secretary of the Association. Such certificates shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute, of the Declaration of Condominium, of the Articles of Incorporation, or these Bylaws, a different vote required, in which case such express provision shall govern and control.

Section 10. Proxies. A member may appoint any other member as a proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. No one person shall be designated to hold more than two (2) proxies. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

**Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540**

Section 11. Order of Business.

- (a). Roll Call
- (b). Proof of Notice of meeting or waiver of notice.
- (c). Reading of the minutes of preceding meeting.
- (d). Reports of Officers.
- (e). Reports of Committees.
- (f). Election of Directors (if Election is to be held).
- (g). Unfinished business.
- (h). New Business.
- (i). Adjournment.

Section 12. Proviso.

Provided, however, that until the Developer has completed all the contemplated improvements and relinquished control of the Association, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE IV.

Administration

Section 1. Number and Qualification. The number of Directors that shall constitute the Board shall not be less than three (3) until such time as Developer's control of the condominium is terminated as provided herein. Thereafter, and at the first meeting of the members, the members shall elect three (3) directors. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board shall always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements shall continue until the Developer is required by law to relinquish control or voluntarily relinquishes control of the Association.

Section 2. Directors – Elections. Directors shall be elected by ballot (unless dispensed with the unanimous consent) and by a plurality of the votes cast at the annual meeting of the Association. Each member shall be entitled to vote for as many nominees as there are vacancies to be filled. Election of Directors shall be held at the annual member's meeting, commencing with the annual meeting on the second (2nd) Tuesday in January following the year in which Developer relinquishes control of the Association. Election of Directors thereafter shall be at each year's annual meeting.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

Section 3. Removal of Directors. Any Director may be removed the vote or agreement in writing of a majority of all unit owners at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

Section 4. Filling of Vacancies. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. In the event that the unit owners are allowed representation on the Board of Directors, a special election for the representation shall be held within the time required by law. Notice of the election shall be given to each Unit Owner by mail at the address of the Unit and by posting in a conspicuous place on the Condominium Property thirty (30) days prior to the election. Candidates' names for the ballot shall be submitted to the President in writing, fifteen (15) days prior to the election.

Section 5. Term of Directors.

The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

Section 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Condominium Act, or these Bylaws directed to be exercised and done by the members or officers. The power of the Board shall include, but not be limited to, the following:

- (a). All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited above.
- (b). To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of the units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.
- (c). To prepare a detailed report of the acts, accounts and statement of income and expense for the previous year, and present same at the annual meeting of the members.
- (d). To determine who will act as legal counsel for the Association whenever necessary.
- (e). To determine the depository for the funds of the Association.
- (f). To acquire the necessary personnel needed for the maintenance, care and upkeep of the common elements, and set the salaries of said personnel.
- (g). Assess and collect all assessments pursuant to the Condominium Act.

Section 7. Management Agent. The Board of Directors may employ for the Association a management agent at the compensation established by the Board of Directors to perform such duties, services and powers as the Board shall authorize, including but not limited to, the duties, services and powers listed in Section 6 of this Article.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid a Director for services performed by him for the Association in any capacity.

Section 9. Meetings Generally. Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least forty eight (48) hours in advance, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 10. Organizational Meeting. The first meeting of the Board of Directors shall be held within ten (10) days after the annual members' meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present in person or by proxy.

Section 11. Regular Meeting. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by the majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary, in like manner and on like notice, on the written request of at least one (1) Director.

Section 13. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 14. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Section 15 has been omitted from these By-Laws.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

Section 16. The Presiding Officers of Directors' Meetings. Shall be the Chairman of the Board if such an Officer has been elected; and if none, the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

Section 17. The Order of Business at the Director's Meeting shall be:

- (a). Calling of Roll.
- (b). Proof of due notice of meeting.
- (c). Reading and disposal of any unapproved minutes.
- (d). Reports of Officers and Committees.
- (e). Election of Officers.
- (f). Unfinished business.
- (g). New business
- (h). Adjournment.

Section 18. A Director Shall be Considered as Present for a regular or special meeting if he is in simultaneous communication by telephone or other media with all other Directors.

Section 19. Fidelity Bonds. The Board of Directors may require that all officers and the employees of the Association handling or responsible for association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

Section 20. Designation of Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 21. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 23. President. The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the Association.

Section 24. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President or the Vice-President is unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 25. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 26. Treasurer. The Treasurer shall have responsibility for the Association funds and securities, and shall be responsible for keeping full and accurate accounts for all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 27. Voting by Written Instrument. The Directors may poll the unit owners in writing on any matters on which the unit owners are, or would be, authorized to vote on at the annual meeting or special meeting called for the purpose and the written vote of the members shall determine any such matter based upon the same number of votes as would be required for the purpose or defeat of such matter as is provided in the Declaration of Condominium or these Bylaws, or in the absence of a special provision, the condominium Act.

Section 28. Transfer of Control. Upon four (4) units having been transferred by the Developer, the transferees shall be entitled to elect one Director. upon the Director having been elected, one of the three initial Directors shall resign. Unit owners shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association after transfers by Developer having been effected as to eight (8) of the units that will be operated ultimately by the Association. The Developer shall be entitled to elect not less than one member of th Board of Directors of an Association as long as the Developer holds for sale in the ordinary courses of business any units in the Condominium. Notwithstanding the foregoing, Developer may, at its election, relinquish control prior to the time above provided for.

Article V.

Fiscal Management

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation of the Association shall be supplemented by the following provisions.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

Section 1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a). Current expenses which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the membership, as Directors shall determine.

(b). Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c). Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d). Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(e). Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from the operations shall be met by special assessments against Unit Owners, which assessments may be made in advance in order to provide for a working fund.

Section 2. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for reserves. A copy of the budget shall be delivered by mail at the address of the Unit, to each Unit Owner not less than thirty (30) days prior to the meeting at which it is to be considered, together with a notice of that meeting.

Section 3. Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, sixty (60) days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payment on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of directors.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

Section 4. Acceleration of Assessment Installations Upon Default. If a Unit Owner shall be in default in the payment of an assessment the Board of Directors may accelerate the remaining balance of the assessment upon notice to the Unit Owner, and then the unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever should first occur.

Section 5. The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

Section 6. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished to each member of the Association not later than thirty (30) days after its receipt by the Board. The audit, as used herein, is not intended to be certified audit, but need only be a summation of the year's transactions.

ARTICLE VI.

Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these By-laws.

ARTICLE VII.

Amendments

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the member of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty (20) per cent of the

**Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540**

membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members 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. Except as elsewhere provided, such approvals must be either by:

(a) Not less than seventy-five (75) per cent of the entire membership of the Board of Directors and by not less than seventy-five (75) per cent of the votes of the entire membership of the Association; or

(b) Not less than ninety (90) per cent of the votes of the entire membership of the Association; or

(c) Until the first election of Directors, and so long as the initial Directors designated in the Certificate of Incorporation shall remain in office, proposal of an amendment and approval thereof shall require only the affirmative action of all of the said original Directors, and no meeting of the Condominium Unit Owners nor any approval thereof need be had.

Section 1. Proviso. Provided, however, that no amendment shall discriminate against any Condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation, the Declaration of condominium, or the Condominium Act.

Section 2. Amendment Format. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylawfor present text." Non-material errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

Section 3. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

**ARTICLES OF INCORPORATION
OF
LOVER'S OAK CONDOMINIUM OWNERS ASSOCIATION, INC.**

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1978, and certify as follows:

ARTICLE I

NAME. The name of the corporation shall be "Lover's Oak Condominium Owners Association, Inc.", hereinafter referred to as the "Association".

ARTICLE II

PURPOSE. The purpose for which this corporation is organized is the operation and management of Lover's Oak Condominium which may be established in accordance with Chapter 718, Florida Statute, 1978, (the Condominium Act) and to undertake the performance of, and carry out, the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and the Declaration of Condominium of Lover's Oak Condominium; and to own, lease, sell, trade and otherwise deal with such property whether real or personal as may be necessary to convenient in the administration of said Condominium. The Association shall make no distribution of the income to its members, directors or officers.

ARTICLE III

POWERS. The powers of the Association shall include and be governed by the following provisions:

- A. The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles or the Declaration of Condominium.
- B. The Association shall have all the powers and duties set forth in the Condominium Act except as limited by these Articles or the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate a condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:
 - (1) To hold title to and own fee simple or other lesser interest in real, personal or mixed property, wherever situated.
 - (2) To make and collect assessments against the members as apartment owners to defray the costs, expenses and losses of the condominium operated by the Association and to defray the costs, expenses and losses of any other business, enterprise, venture, or property interest of the Association.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

- (3) To use the proceeds of the assessments in the exercise of these powers and duties.
- (4) To maintain, repair, replace and operate the property of the condominium operated by the Association or the property of the Association.
- (5) To purchase insurance upon the property of the condominium operated by the Association or the property of the Association and insurance for the protection of the Association and its members as apartment owners.
- (6) To reconstruct improvements after casualty and to further improve the property of the condominium operated by the Association or the property of the Association.
- (7) To make and amend the reasonable regulations respecting the use of the property in the condominium operated by the Association or the property of the Association.
- (8) To approve or disapprove the transfer, mortgage, and ownership of the apartments as may be provided by the Declaration of Condominium and the By-Laws.
- (9) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and the regulations for the use of the property of the condominium operated by the Association or for the use of the property owned by the Association.
- (10) To contract for the management of the condominium operated by the Association and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have the approval of the Board of Directors or the membership of the Association.
- (11) To contract with Lover's Oak Condominium, its successors and assign, its officers and directors and any other corporation in which any of them have any financial interest.
- (12) To contract for the management or operation of portions of the common elements of the condominium operated by the Association which may be susceptible to separate management or operation, and to lease such portions.
- (13) To employ personnel to perform the services required for proper operation of the Association.
- (14) To hire attorneys or other professionals for the purposes of bringing legal action or enforcing rights in the name of and on behalf of the individual condominium apartment owners where such action or rights are common to all of the condominium apartment owners; and to bring such action in the name of and on behalf of said condominium owners.

(C) All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

- accordance with the provisions of the Declaration of Condominium and the By-Laws of the Association.
- (D) The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws of the Association.

ARTICLE IV

MEMBERS.

- A. The members of the Association shall consist of the subscribers to these Articles of Incorporation and all the record owners of apartments in Lover's Oak Condominium.
- B. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established and recorded in the public records of Pinellas County, Florida by a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.
- C. The share of a member in the funds or assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.
- D. The owner of each apartment 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 exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS.

- A. The affairs of the Association will be managed by the Board consisting of not less than three (3) directors nor more than nine (9) directors, the exact number to be determined at the time of the election. Directors need not be members of the Association.
- B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in a manner provided in the By-Laws.
- C. The first election of Directors shall not be held until required by Section 718.301 of the Condominium Act, or until the developer elects to terminate its control of the Association and the Condominiums operated by it, whichever event occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

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

Herman L. Gaillard 3021 Countryside Blvd., Apt. 26A
Clearwater, Florida 33519

James S. Baker 3026 Grandview Avenue
Clearwater, Florida 33519

Charles E. Trulock 333 8th Avenue S.
Safety Harbor, Florida 33572

ARTICLE VI

OFFICERS. The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Herman L. Gaillard 3021 Countryside Blvd., Apt. 26A
President Clearwater, Florida 33519

James S. Baker 3026 Grandview Avenue
Vice-President Clearwater, Florida 33519

Charles E. Trulock 333 8th Avenue S
Secretary/Treasurer Safety Harbor, Florida 33572

ARTICLE VII

INDEMNIFICATION. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceedings to which he may be party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such director or officer may be entitled. Directors shall be authorized to purchase directors and officer liability insurance providing coverage to the officers and directors of the Association at the expense of the Association.

ARTICLE VIII

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540

BY-LAWS. The first 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 or the members of the Association in the manner provided in the By-Laws.

ARTICLE IX

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

- A. Notice of the subject matter of a 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 either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary or assistant secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than seventy-five (75%) percent of the vote of the entire membership of the Association.
- C. Provided however, that 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 of mortgages upon any condominium operated by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.
- D. Provided, further, that no amendment shall abridge, limit or alter the rights reserved by or granted to Lover's Oak Condominium, its successors, assigns, or any successor developer, by these Articles, the Declaration of Condominium or By-Laws of the Association.
- E. A copy of each amendment shall be certified by Secretary of State and recorded in the public records of Pinellas County, Florida.

ARTICLE X

TERM. The term of the Association shall be perpetual.

ARTICLE XI

INITIAL REGISTERED OFFICE AND AGENT. The name and address of the Registered Agent and Registered Office of this corporation are Charles E. Trulock, 333 8th Avenue S (P.O. Box 134), Safety Harbor, Florida 33572, and such agent does hereby accept such designation by signing of these Articles.

Robert J. McDermott
Attorney at Law
101 Clearwater-Largo Rd
Largo, FL 33540