

✓
Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)



CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
OF ROYAL PALM HARBOR**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND
AMENDED AND RESTATED BYLAWS**

ROYAL PALM HARBOR ASSOCIATION

We hereby certify that the attached Amended and Restated Declaration of Restrictions of Royal Palm Harbor, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws for Royal Palm Harbor Association (which Declaration was originally recorded at Official Records Book 1, Page 332 et seq. of the Public Records of Sarasota County, Florida) were approved at a meeting of the membership held on August 22, 2017, by the affirmative vote of not less than a majority of the voting interests of the entire Association, which is sufficient for adoption pursuant to Article VI of the Declaration of Restrictions, Article 10 of the Articles of Incorporation and Article XIII of the Bylaws.

DATED this 24 day of October, 2017.

Signed, sealed and delivered
in the presence of :

sign: Thomas Wisdom

print: THOMAS WISDOM

sign: [Signature]

print: Kelly Hammon

ROYAL PALM HARBOR ASSOCIATION

By: [Signature]
Joe Brinkmeyer, President

Signed, sealed and delivered
in the presence of :

sign: Thomas Wisdom

print: THOMAS WISDOM

sign: [Signature]

print: Kelly Hamm

Attest: [Signature]
Jill Taffet, Secretary

(Corporate Seal)

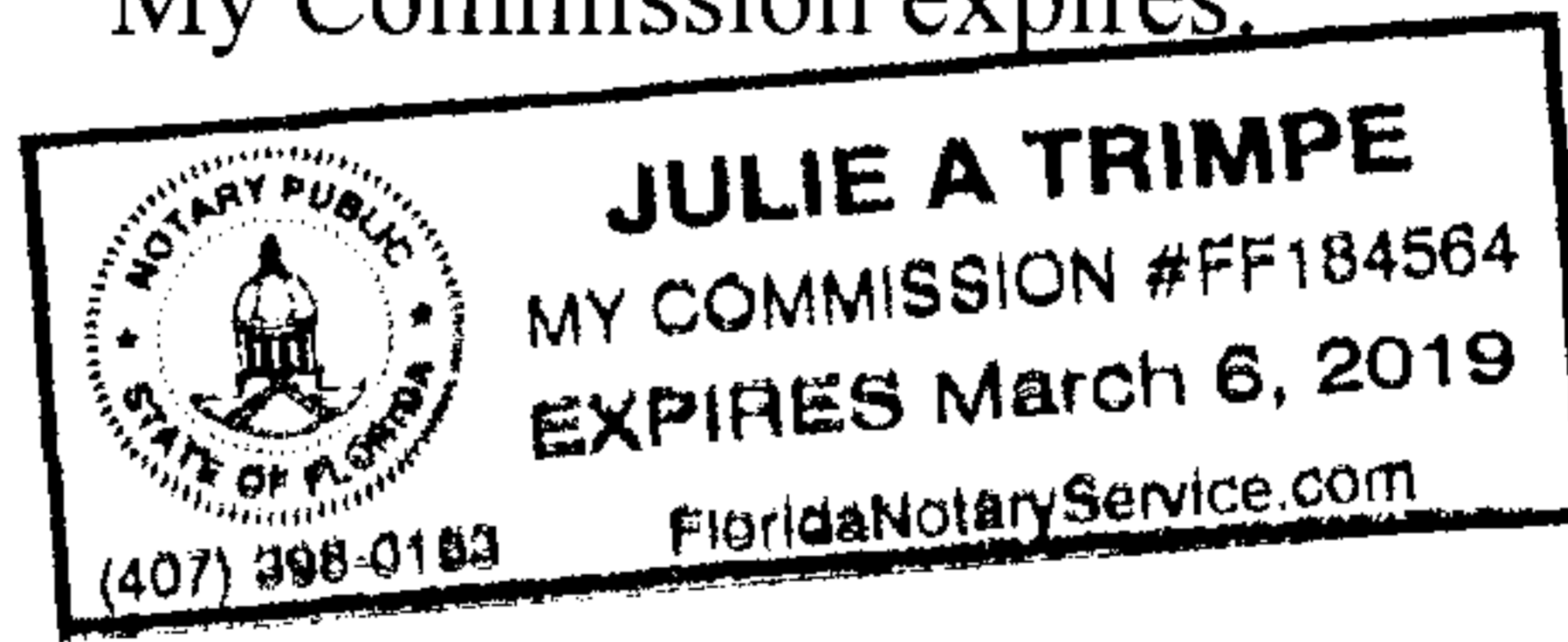
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of October
2017, by Joe Brinkmeyer as President of Royal Palm Harbor Association, a Florida corporation,
on behalf of the corporation. He is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC

sign [Signature]
print Julie A. Trimpe

State of Florida at Large (Seal)
My Commission expires:



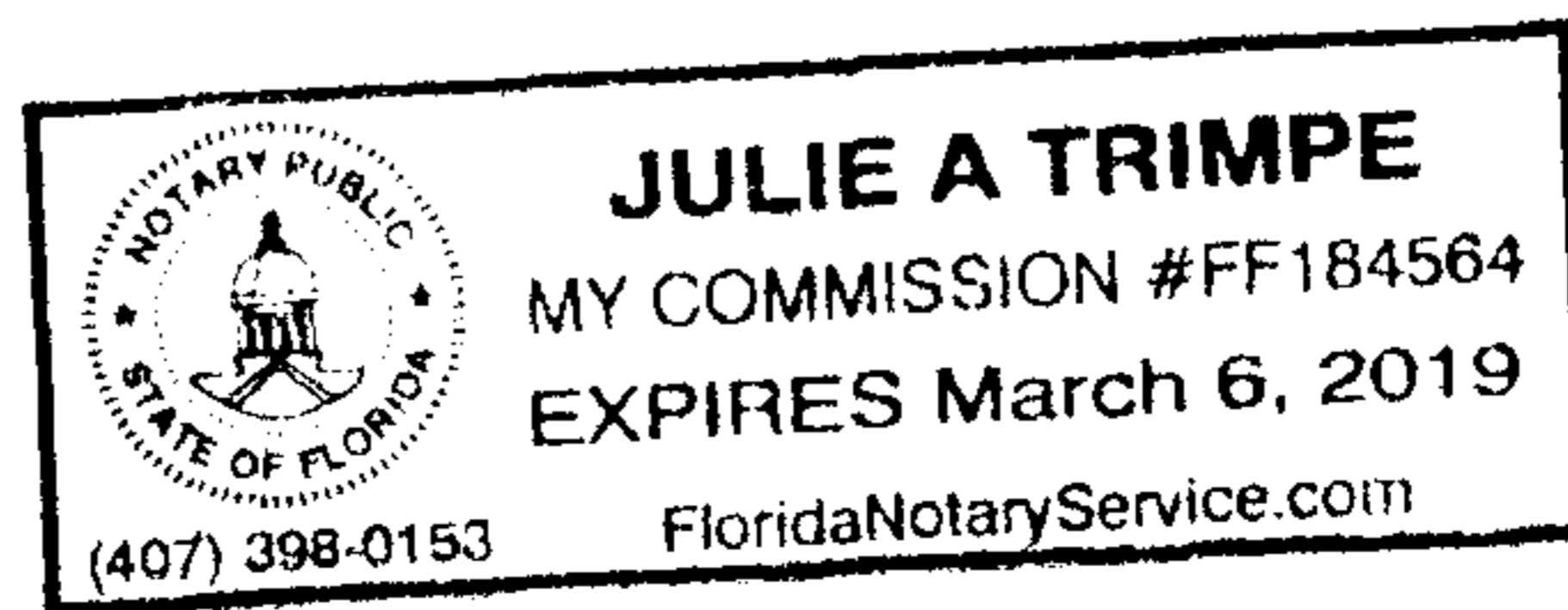
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24th day of October
2017, by Jill Taffet as Secretary of Royal Palm Harbor Association, a Florida corporation,
on behalf of the corporation. She is personally known to me or has produced
_____ as identification.

NOTARY PUBLIC

sign [Signature]
print Julie A. Trimpe

State of Florida at Large (Seal)
My Commission expires:



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**SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS
OF
ROYAL PALM HARBOR**

This Declaration of Restrictions shall govern Royal Palm Harbor, a Subdivision (herein, “the Subdivision”).

The lands subject to the provisions of this instrument shall be the Property, as defined in Article I herein. The Property shall, from this time forward, be held, conveyed, encumbered, leased, used, occupied and improved subject to the provisions of this instrument without the necessity of specific reference to it. The absence of any specific conveyance of this Property or any portion of it shall not excuse the grantee or any other person from compliance with it. No party may waive or otherwise avoid responsibility for compliance with this instrument and liability for any assessments made pursuant to it by asserted non-use of the Common Areas.

ARTICLE I. DEFINITIONS

For all purposes, the terms used in this Declaration of Restrictions, the Articles of Incorporation of the Association and Association Bylaws (herein collectively “the Governing Documents”), shall have the meanings stated in the Homeowners’ Association Act (Chapter 720, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Governing Documents whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. In the event any term in the Governing Documents is deemed ambiguous, then the Board of Directors shall define the term, which definition shall be binding. A term shall not be construed in favor of or against the Association or any owner.

The following words and terms when used in this Declaration of Restrictions (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. “Act” means Chapter 720, Florida Statutes, as amended from time to time.

1.02. “Articles of Incorporation” means the Articles of Incorporation for the Association, attached hereto as **Exhibit “B”** and incorporated herein by reference, as amended from time to time.

1.03. “Association” means Royal Palm Harbor Association, and its successors and assigns.

1.04. “Board” means the Board of Directors of the Association.

1.05. “Bylaws” means the Bylaws of the Association, attached hereto as **Exhibit “C”** and incorporated herein by reference, as amended from time to time.

1.06. “Common Area(s)” means all real Property owned by the Association for the common use and enjoyment of the Owners.

1.07. “Common Use Area” means the road easement.

1.08. “Lot” means any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Areas.

1.09. “Member” means a person entitled to membership as provided in the Bylaws and Articles of Incorporation.

1.10. “Owner” means the record title holder, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.11. “Plat” means any final plat of the Subdivision recorded in the Public Records of Sarasota County, Florida.

1.12. “Properties” or “Property” means that certain real Property described in these Restrictions, and such amendments and additions thereto as may hereafter be brought with the jurisdiction of the Association.

1.13. “Restrictions” shall mean and refer to this Declaration of Restrictions as so recorded in the Public Records of Sarasota County, Florida, and as it may be amended or supplemented from time to time.

1.14. “Unit” means any residential improvement constructed in Royal Palm Harbor.

ARTICLE II. GENERAL CONDITIONS

2.01. The Association. The operation of the Subdivision in accordance with these Restrictions and other authority shall be by the Association. Every Owner shall be a Member of the Association, which shall be a Florida corporation not for profit. Subject to this right, each Owner shall have the voting rights provided in the Articles of Incorporation.

2.02. Duties of the Association. The Association has been organized to operate, maintain, manage and improve the Common Areas of Royal Palm Harbor and to enforce the provisions of this instrument. The Association, in addition to these powers and duties and any powers set forth in

its Articles of Incorporation or given to it by law, shall have the power and duty to levy and collect maintenance assessments as provided in this instrument.

2.03. Term. These Restrictions shall remain in force and effect for a period of thirty (30) years from the date hereof and shall be automatically renewed for successive ten (10) year periods unless the Owners of a majority of Lots in the Subdivision execute and record in the Public Records of Sarasota County, Florida, an instrument specifically rejecting a subsequent renewal.

2.04. Government Regulation. To the extent any law, ordinance or regulation of the State of Florida and Sarasota County shall exceed the requirements hereof, that law, ordinance or regulation shall prevail.

2.05. Severability. These Restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof and each covenant shall be independent to such extent.

ARTICLE III. PROPERTY

3.01. Existing Property. The existing real property which is subject to these Restrictions is depicted on **Exhibit "A."** Lots shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions contained in these Restrictions, which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors or assigns and shall inure to the benefit of each Owner thereof.

3.02. Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Areas to members of his family, tenants or social guests, subject to the provisions of these Restrictions and the Articles of Incorporation, Bylaws and Rules of the Association.

3.03. No Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges thereof by waiver of the use and enjoyment of the Common Areas or non-use thereof, or the abandonment of his Lot.

ARTICLE IV. EASEMENTS

In addition to other easements described herein, every Owner shall have a right and easement of enjoyment in and to the Common Area and Common Use Area, which shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE V. ASSESSMENTS

5.01. Annual Maintenance Assessment. The annual maintenance assessment to be levied against all land subject to maintenance assessments and maintenance liens shall be calculated in the following manner:

- (a) Annual and special assessments must be fixed at a uniform rate for all Lots.

(b) Each Owner shall be advised in writing, mailed to his/her address as recorded in the records of the Association in January of each year, of:

- (1) The Association's annual budget;
- (2) The dollar amount of the payment due and payable by the Owner for the particular year; and
- (3) Any amounts due from or repayable to the Owner with respect to any under expenditure or over expenditure from the prior years' budget.

5.02. Assessment and Budget. In the month of November of each year the Association shall establish a budget and propose to levy an assessment against individual parcels subject to the annual maintenance assessment. This budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of the Board and approved by a majority of the Owners at the annual meeting held in January, to allow it to carry out its purposes, which may include the following:

- (a) To pay ad valorem taxes, if any, assessed against the Common Areas.
- (b) To pay any other taxes assessed against or payable by the Association.
- (c) To pay all expenses required for the operation, maintenance, management, repair and improvement of the Common Areas and Common Use Area.
- (d) To pay all utility charges incurred in connection with the operation of the Common Areas or the performance of the Association's obligations under this instrument.
- (e) To pay for casualty, liability, and other forms of insurance determined by the Association to be necessary or desirable, in such amounts as it may deem appropriate.
- (f) To pay for accounting, legal, engineering and such other professional and employee services as may be appropriate.
- (g) To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital, repairs, maintenance and improvements, and capital replacements.
- (h) To pay operating expenses of the Association including reimbursement of actual expenses properly incurred by officers and directors.
- (i) To pay or repay any funds borrowed by the Association for any of its lawful purposes, including interest on funds borrowed.

(j) To make any other expenditures necessary or desirable for the purpose of accomplishing the objectives of this instrument.

5.03. Collection of Annual Maintenance Assessments and Special Assessments. The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures:

(a) The annual maintenance assessment shall be paid by each Owner on or before February 1 of each year at the offices of the Association in Sarasota, Florida, or at such other place as may be designated by the Association. The assessment shall become delinquent if not paid by March 1 of the calendar year in which it is assessed. Any unpaid assessments shall bear interest from the date of delinquency until paid at the highest rate allowed by law, and the Association may charge a late fee not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past March 1.

(b) Special assessments may be levied, including those assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Common Area or the costs incurred (whether in whole or in part) for reconstructing or replacing such improvements or for any other valid Common Expense which is not a recurring expense to the Association. Special assessments may be levied by the Board and shall be paid in such installments or in a lump sum as the Board shall from time to time determine. However, any special assessment shall first be approved by the Board and assented to by Owners having at least majority of the voting rights in the Association. An individual Owner's share of any special assessment shall be determined in the same manner as the share of the annual maintenance assessment.

(c) Each assessment shall be the personal obligation of each Owner.

(d) Upon request of any Owner or mortgagee, the Association shall furnish a certificate in recordable form signed by an appropriate officer showing the amount of unpaid assessments, if any, against any individual parcel of Property, the year or years for which any unpaid amounts were assessed and levied, and any interest or other charges.

5.04. Monetary Defaults and Collection of Assessments.

(a) **Acceleration of Assessment.** In addition, if any Owner is in default in the payment of any Assessment or of any other monies owed to the Association for more than thirty (30) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association in advance Assessments for Common Expenses through the end of the fiscal year, based upon the then existing amount and frequency of Assessments for Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments for Common Expenses, and/or all other Assessments and monies payable to the Association.

(b) Collection. In the event any Owner fails to pay any Assessment or other monies due to the Association within thirty (30) days after written demand, the Association may take any action deemed necessary in order to collect such Assessments or monies. The Owner shall be liable to the Association for all attorneys' fees, costs and expenses incurred by the Association incident to the collection of any Assessments or other monies owed to it, and the enforcement and/or foreclosure of any lien for the same, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrances in order to preserve and protect the Association's lien. All payments received by the Association on account of any Assessments or monies owed to it by any Owner shall be first applied to interest, late fees, costs, and attorneys' fees incurred incident to the collection of delinquent Assessments, and then to the Assessment payment first due.

(c) Lien for Assessments and Monies Owed to Association. The Association shall have a lien on the Lot of any Owner, for any unpaid Assessments (including Special Assessments or any Assessments which are accelerated pursuant to this Declaration) or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees and court costs incurred by the Association incident to the collection of the Assessments and other monies, or the filing or foreclosure of a claim of lien, and for all sums advanced and paid by the Association for taxes, maintenance and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien.

(d) Release of Lien. Upon payment in full of all sums due to the Association, the Association shall promptly record in the Public Records of Sarasota County, Florida, a satisfaction of claim of lien.

(e) Transfer of Property After Assessment. The Association's claim of lien shall not be affected by the sale or transfer of any Lot. In the event of a sale or transfer of the Lot, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, late fees, attorneys' fees and all other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

(f) Subordination of the Lien to First Mortgages. Unless otherwise provided by law, the lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a claim of lien by the Association. Notwithstanding anything to the contrary contained in this Article or by law, the liability of a first mortgagee, or its successor or assignee as 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 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 one percent (1%) of the original mortgage debt or as otherwise may be provided by law from time to time.

5.05. Investment of Funds. The Association may, in its discretion, either hold collected maintenance funds without investing them, or it may invest them.

5.06. Lands Subject to Assessment. All of the Property is subject to the lien for the annual maintenance assessment and any special assessments as described in this instrument, with the exception of the following land:

(a) Roadways, rights of way, utility sites, and similar lands and improvements that may be conveyed or dedicated by Association to any governmental body, or public or private utility company, as reflected in any Lots of Royal Palm Harbor or in any document recorded in the Public Records of Sarasota County, Florida;

(b) The Common Areas as more particularly defined herein.

5.07. Homeowner Association Fee. The Association shall charge a fee of three thousand dollars (\$3,000.00) in connection with a transfer of title or sale of a Lot or parcel in Royal Palm Harbor. Said fee shall be the obligation of the purchaser. The Association shall have the lien rights given for the collection of assessments. This shall not apply to title changing hands through inheritance, or sale of Property to a parent, child, or brother or sister.

ARTICLE VI. INSURANCE

The Association shall have the right to obtain such insurance as is deemed necessary from time to time to afford protection to the Association, including without limitation reasonable deductibles as deemed appropriate in the opinion of the Board. Such insurance may include, but not be limited to, the following:

6.01. Fire and Extended Coverage. Fire and extended coverage insurance on all insurable real and personal property owned by the Association.

6.02. Comprehensive General Public Liability Insurance. Comprehensive general public liability insurance covering loss or damage resulting from claims made against the Association.

6.03. Insurance of Fidelity Bond. In Accordance with Chapter 720 of the Florida Statutes, the Association shall maintain insurance or a fidelity bond for all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this subsection, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The Association shall bear the cost of any insurance or bond. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

ARTICLE VII. COMMON AREAS AND COMMON USE AREAS

7.01. Definition of the Common Areas and Common Use Areas. The Common Areas shall include all of the Property not within a Lot or public right-of-way, now or later specifically set

aside or deeded to the Association for the common use and enjoyment of all Owners in Royal Palm Harbor. The Common Areas include the following: (i) the one foot perimeter, (ii) the entry and park area, (iii) the shrubbery outside the roadway, (iv) the turnaround islands, and (v) the well and pump house as subject to the provisions of Section 9.02(v) herein. The Common Use Areas shall include the road easement.

7.02. Use and Maintenance of the Common Areas and Common Use Areas.

(a) Association shall have the exclusive duty vis-a-vis Owners in Royal Palm Harbor to control the maintenance of Common Areas and Common Use Areas. Said obligation shall include the maintenance of the road and Association shall have the absolute right to determine the materials used to pave and maintain the surface of the road.

(b) Association shall have the right to prevent use of portions of the Common Areas and Common Use Areas by the general public.

(c) Subject to any rules and regulations adopted by the Association, portions of the Common Areas and Common Use Areas may be used for appropriate purposes as are permitted by law which do not interfere with the peaceful enjoyment of Lot Owners.

(d) Lot Owners in Royal Palm Harbor, their guests, invites and/or tenants may use the Common Area and Common Use Areas for such private and recreational purposes as are permitted by law, which do not interfere with the peaceful enjoyment of other Lot Owners and which are consistent with such reasonable rules and regulations governing such use as may be adopted from time to time by the Association.

(e) No trees, shrubbery, or similar landscaping materials may be cut or trimmed except by the Association or their representatives. No improvements or structures on portions of the Property outside the Common Areas or Common Use Areas shall be made or erected that will adversely affect drainage of the Common Areas or Common Use Areas. No improvements or structures other than those built by or approved by the Association shall be constructed on the Common Areas or Common Use Areas.

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

ARTICLE VIII. ARCHITECTURAL STANDARD AND REVIEW

8.01. Architectural Standards. No construction (which term shall include within its definition staking, clearing, excavating, grading, and other site work), no exterior alteration or modification of existing improvements, and no removal of trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until

the approval of the Board has been obtained pursuant to subsections (a) and (b) below. All structures constructed on any portion of the Property shall be designed by and built in accordance with the plans and specification.

This Article shall not apply to construction on or improvements or modifications to the Common Areas made by or on behalf of the Association. The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Board.

(a) New Construction. The Board shall have exclusive jurisdiction to review and approve all new construction on any portion of the Property. In the event the Board fails to approve or disapprove plans submitted to it, or to request additional information reasonably required, within forty-five (45) days after submission thereof the plans shall be deemed approved.

(b) Modifications. The Board shall have exclusive jurisdiction over exterior modifications, additions, or alterations made on or to existing Units or to structures containing Units and the open space, if any appurtenant thereto.

The Board shall promulgate detailed standards and procedures governing its areas of responsibility and practice (“Modification Guidelines”).

8.02. No Waiver of Future Approvals. The approval of the Board of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent, shall not be deemed to constitute a waiver of any rights to withhold approval or consent as to any similar proposals, plans and specifications, drawing, or other matter whatever subsequently or additionally submitted for approval or consent.

8.03. Variance. The Board may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, or (b) stop the Board from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

8.04. No Liability. No review or approval by the Board shall imply or be deemed to constitute an opinion by the Board, the Association, or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity or life and safety requirements. The scope of any such review and approval by the Board is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetic and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other person or purpose, and no person other than the Board shall have any right to rely thereon, and any review or approval by the Board will create no liability whatsoever of the Board or the Association to any other person or party whatsoever.

8.05. Compliance. Any Contractor, Subcontractor, Agent, Employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Board may be excluded from the Property without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

8.06. Permit Fee. A deposit fee, as set forth below, shall be charged by the Association to any Unit Owner installing a pool or conducting renovations/repairs, which deposit shall be paid in full prior to review of any application hereunder.

Construction of Pool: \$2,000.00 deposit

New construction and Renovations over \$40,000.00: \$4,000.00 deposit

Said deposit shall be held by Association until such time as all construction on a Unit is completed and the Association has determined that said construction has caused no damage to Common Areas and Common Use Areas of Royal Palm Harbor. The Homeowner shall be liable to Association for all damages caused to Common Areas and Common Use Areas, and shall pay all damages in excess of the deposit to the Association upon demand. Additionally, a minimum of one half (1/2) of the Construction Deposit shall be retained by the Association for use in future road repairs not yet apparent at the time the construction has been completed, and for other projects as the Association shall deem prudent

ARTICLE IX. RESTRICTIONS

9.01. General. The Property shall be used only for residential, recreational, and related purposes as may more particularly be set forth in this Declaration and amendments and Supplements hereto. The Association, acting through its Board, shall have the authority to make and enforce standards and restrictions governing the uses of the Property, in addition to those contained herein, and to impose reasonable user fees for use of the Common Areas and Common Use Areas.

9.02. Use Restrictions.

(a) Generating Equipment. Noise generating equipment, i.e. HVAC units, pool pumps, etc., that is connected to or is a part of the structure shall be installed on side of structure and screened in such a manner so as to minimize the equipment's visibility from roads, waterways and adjoining Property. A fence will also enclose such equipment, wall or shrubbery so as to minimize noise.

(b) Animals and Pets. No animals, reptiles, livestock, wildlife, or poultry of any kind shall be raised, bred, or kept on any portion of the Property, except that dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or which, in the sole discretion of the Association, endanger the health and safety of the Owners and their Visitors, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any portion of the Property shall be removed upon the

request of the Board. If the Owner fails to honor such request, the Board may remove the pet. No pets shall be kept, bred or maintained for any commercial purpose.

(c) Antennas, Satellite Dishes. No exterior antenna or aerial shall be erected without prior written approval of the Board except that a satellite dish television antenna one meter (39 inches) in diameter or less, a multipoint distribution system (MDS) television antenna one meter or less in diameter or diagonal measurement or a standard television antenna may be installed by an Owner on the Lot, subject to any rules that may be adopted from time to time by the Board as to the appearance and location of antennas, provided that no such rule may preclude reception of an acceptable quality signal; unreasonably increase the cost of installation, maintenance or use of the antenna; or unreasonably delay or prevent the installation, maintenance or use of the antenna.

(d) Artificial Vegetation, Exterior Decorations, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Property.

(e) Clotheslines, Garbage Cans, Tanks, Etc. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Property and shall not be allowed to accumulate thereon. All clotheslines, storage tanks, mechanical equipment, garbage can storage structures, and such other items must be concealed by appropriate planting or fencing, and shall be subject to approvals set forth in these Restrictions. Plant trimmings and garden trash must not be thrown into the canal or placed where it may be blown or otherwise find its way into the canal.

(f) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit.

The terms “business” and “trade,” as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section.

(g) Maintenance of Premises. Owners shall maintain their residence and all other improvements including walls, fences, screen enclosures, docks, seawalls, etc. in a good and safe condition and the repair of any excessive damage or decay or evidence of excessive wear and tear on the exterior and painted surfaces of any building shall be repaired within a reasonable length of time. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Unit, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Unit. All lawns, landscaping, sprinkler systems and any Property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. All Owners must

maintain their front yards to the edge of the roadway, including any unpaved right-of-way. Upon the failure to maintain the premises as aforesaid to the satisfaction of Association or Owner's failure to make such correction within ninety (90) days after Association gives written notice of same, Association may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Association or Owner, as the case may be, or Association may bring an action at law or in equity. If any Owner fails to make payment within sixty (60) days after request to do so by Association, assessment for the payment requested shall be levied and enforced in accordance with the provision of Article V herein.

(h) Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition, nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Property. No noxious or illegal activity shall be carried on upon any portion of the Property. There shall not be maintained any animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, or of a nature as may diminish or destroy the enjoyment of the Property

(i) Occupants Bound. All provisions of the Restrictions and the Bylaws, rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, or visitors of any Unit. Every Owner shall cause all occupants of his/her Unit to comply with these Restrictions and the Bylaws, rules and regulation and the community wide standard adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupant, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Restrictions, Bylaws, rules and regulations and community wide standards adopted pursuant thereto.

(j) Parking. Vehicles shall be parked only in the garages or in the driveways serving the Lots. No overnight on-street parking or parking on lawns shall be permitted.

(k) Playground, Play Equipment, Etc. The Board shall permit swing sets and similar playground equipment to be erected on Lots. However, under no condition shall playground equipment be allowed in the front yard of a Unit.

(l) Pools. Swimming pools shall not be permitted in yard facing the street. No above-ground pools shall be erected, constructed or installed on any Lot except that above ground spas and Jacuzzi may be permitted as approved in accordance with Article VIII herein.

(m) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers, if owned and used exclusively by Owner, shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on any Lot except within

enclosed garages. For purposes hereof, a vehicle shall be considered “stored” if it is put up on blocks, or covered with a tarpaulin and remains on blocks or so covered for three (3) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Unit during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to the Unit. Any vehicle which is parked in the Common Areas in violation of this Section may be towed by the Board. No recreational vehicles, motor homes, house trailers, or any live-aboard vehicle shall be permitted to remain on a Lot holder’s Property longer than seventy-two (72) hours without written permission from the Board.

(n) Tents, Trailers and Temporary Structures. During construction within the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon any Unit for longer than seventy-two (72) hours without written permission from the Board. Notwithstanding the foregoing, temporary structures deemed necessary for construction purposes, including but not limited to porta-potties and dumpsters, will be acceptable for a reasonable period of time without written permission from the Board.

(o) Walls and Fences. Except as otherwise permitted by the Board the following provisions shall apply to all new walls and fencing on the Property. All new walls and/or fencing must conform to the parameters as follows:

The Board of Directors must approve the location of all fences and walls prior to installation. Decorative entry walls, entry gates, courtyard walls, and privacy walls surrounding and abutting pool decks are considered structures appurtenant to the residence and may be allowed within the building set-back.

Any and all wall and fences must conform to the following:

- 1) No fence may be built within twenty-five (25) feet of the canal or roadway.
- 2) No fence or wall may be higher than eight (8) feet.
- 3) The Board must approve all fences or walls in writing, and the Board shall have the final authority to determine the type, height and location of all fences.

(p) Garages; Driveways. Each single-family residence must have a private fully enclosed garage for not less than two cars. Conversion of any garage to living area shall be prohibited unless a new garage is then added to replace it. Garages shall be attached and part of the main dwelling and in keeping with the architectural style of the residence. Carports are not permitted. Double garage doors should be a minimum of sixteen (16) feet in width and doors for individual stalls shall be a minimum of eight (8) feet in width. All garage doors must be in keeping with the architectural style and the materials used on the residence. These garage and carport requirements shall apply only to new construction. All new single family residences or new

driveways must have a driveway constructed of brick pavers similar to those used to construct the road, or other materials approved by the Board.

(q) Trees. No live tree, the trunk of which exceeds eight (8) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Board except for palm trees or a tree declared a nuisance species by any agency of the State of Florida.

(r) Boarding Up Homes. Houses may be temporarily boarded up only during the time of imminent threat of storm and in no event shall remain boarded up for periods beyond the threat of storm. Commercially installed hurricane shutters are permitted and approved for use.

(s) General Public Access. No garage sales, patio sales, estate sales or any other open-to-the-general-public sales are permitted and no other functions that allow access by the general public to Property within the Association (i.e. garden tours, Parade of Homes, etc.) are permitted except for case-by-case exceptions granted by the Board. Such permission will not be denied if adequate provisions are made for parking. In no event shall this restriction prohibit owners from entertaining their invited private guests.

(t) Signs. No signs of any type shall be placed on any Property except for the names of the owners and the Property address. Notwithstanding the foregoing, real estate "For Sale" signs are temporarily permitted provided they do not exceed a total of two (2) square feet and the color and design are approved by the Board. Also, in accordance with the Florida Statutes, any Owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the home.

The Association, after notification to the owner, may remove any unauthorized signs and entry to a Lot for this purpose shall not be deemed a trespass.

(u) Intrusion of Waterways (Docks). No Property Owner shall cause any obstruction of the navigable canal within the Association and shall be responsible for trimming trees which interfere with reasonable navigation. Each Owner shall properly maintain their seawall to prevent soil, vegetation, rocks or any other material from eroding or encroaching into the Association channel or canal.

No dock or part thereof shall extend more than six (6) feet beyond the seawall. All docks must be constructed of treated wooden pilings or concrete pilings. The Owner is responsible for keeping the dock in good condition.

(v) Irrigation System. The irrigation well, pumps, storage tanks and the distribution piping system are the property of the Association. Maintenance, repair, improvement and related costs shall be charged by the Association from general funds. Electric costs will be paid by the Association.

(w) Sound and Noise. Any activity which generates a level of noise audible to occupants of other Lots while inside their dwellings (including without limitation lawn

maintenance, recreational activities, games, parties, music and other activities conducted outdoors or on porches or decks) shall be prohibited between the hours of eleven (11:00) p.m. and eight (8:00) a.m.

(x) Contractors and Vendors. Any contractor or vendor performing work in the Subdivision is limited to the hours between eight thirty (8:30) a.m. and six (6:00) p.m. Monday through Friday. Notwithstanding the foregoing, landscaping services, including mowing, may also be performed between nine (9:00) a.m. and four (4:00) p.m. on Saturdays.

9.03. Leasing of Units. Units may be rented to a Single Family or individual. "Single Family" means a single housekeeping unit composed of not more than four (4) adult natural persons and may include any child or children of one (1) or more of them. Each child shall be related by blood, marriage, adoption, legal custody or legal designation to at least one (1) of the adult natural persons residing in the unit.

Each tenant shall abide by the Bylaws and Restrictions. Owners shall remain responsible for compliance with these Restrictions and the Bylaws notwithstanding the rental of Property. No lease shall be for a period of less than one (1) month other than leases existing on the date this amendment is recorded in the County records or a lease for any Lot acquired by the Association by foreclosure or by a deed in lieu of such foreclosure. No Lot or Unit shall be rented more than one (1) time per calendar year.

No Lot or Unit shall be rented for a period of twenty-four (24) months after transfer of the Lot by sale, gift, or other conveyance unless an already existing lease is in force at the time of transfer, in which case the lease will be honored until its expiration and the twenty-four (24) months will then begin tolling. A Lot acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure is excluded from this restriction. Notwithstanding the foregoing, a Lot or Unit may be leased immediately when acquired through inheritance.

9.04. Lot Restrictions. All Lots in the Subdivision bound by these Restrictions shall abide by the following:

(a) No subdividing. No existing Lots in the subdivision may be divided.

(b) Main Structures. All dwellings shall have a minimum interior living area, exclusive of exterior walls, partitions, porches, breezeways and garages of twenty-five hundred (2500) square feet under air.

All improvements considered main structures shall conform to the following setback requirements.

Front: (Measured from the road right-of-way to the nearest point of the overhang of the building, porch or garage). Twenty-five (25) feet.

- Rear: (Canal side) (Measured from the nearest point of the overhang of the building, porch or garage to the inside edge of the seawall cap). Twenty-five (25) feet.
- Pools: No pools are permitted on the road side of any Property. Pools on the Canal side of Properties are to be setback in accordance with Sarasota County Building Codes.
- Side: (Measured from the nearest point of Property to the nearest point of the dwelling exclusive of overhangs). Eleven (11) feet.
- Height: (Measured from the nearest natural grade to the highest point of the structure).

Thirty-five (35) feet above flood level as determined by the Federal Emergency Management Agency.

Roofs and overhangs may extend beyond the main building walls by as much as three (3) feet.

9.05. Nonconforming Conditions. All existing parcels that are not in conformity with the restrictions outlined herein and were done prior to the date of approval of these amended and restated Restrictions shall be grandfathered in to both the current Owner and to future Owners of the structure as it exists.

ARTICLE X. AMENDMENT

Amendments to these Restrictions shall be proposed and adopted in the following manner:

10.01. Proposal. A proposal for any amendment to these Restrictions may be made by the Board. Notice of the subject matter of any proposed amendment shall be included in or with the notice of the meeting of the Members at which the amendment is to be proposed and considered.

10.02. Approval Generally. These Restrictions may be amended only by the affirmative vote of the Owners of not less than a majority of all Lots.

10.03. Recording. A copy of each amendment shall be recorded in the Public Records of Sarasota County, Florida, along with a Certificate of Amendment, and shall become effective on the date of recording.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.01. Enforcement. The Association or any Lot Owner may enforce these covenants and restrictions by an action at law or in equity against any person violating or attempting to violate the

covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and Attorney's fees.

11.02. Notices to Owners. Any notice required to be sent to any Owner under the provisions of this instrument shall be properly sent if mailed, postage prepaid, to the last known address of the person who appears as the Owner on the records of Association at the time of the mailing, and it shall be the responsibility of the Owner to notify the Association in writing of any change of address.

11.03. Interpretation. The provisions of this instrument, as amended and supplemented from time to time in accordance with this instrument, shall be deemed covenants running with the land. Titles, captions and paragraph headings have been used for convenience only, and shall not be used in interpreting this instrument.

11.04. Conflict. In the event of a conflict between the Governing Documents, the superiority of such documents shall be as follows: 1) these Restrictions, 2) the Articles of Incorporation, 3) the Bylaws of the Association, and 4) the Rules and Regulations.

11.05. Invalidity. The invalidation of one or more of the provisions of this instrument by a final order of a court of competent jurisdiction shall not affect or modify any other provisions, which shall remain in full force and effect. Failure by any party to enforce any of the provisions of this instrument shall not be deemed to be a waiver of the right to do so in the future.

ROYAL PALM HARBOR SUBDIVISION

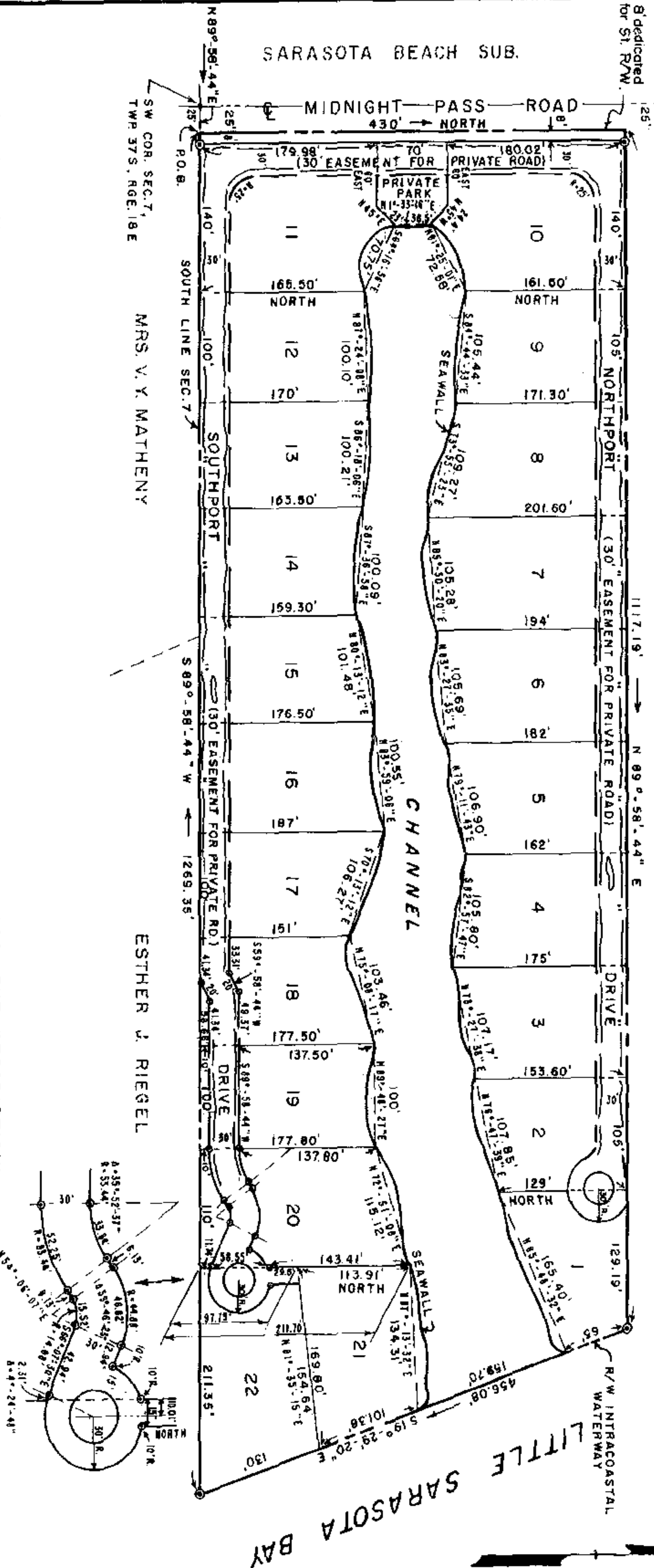
SEC. 7, TWP 37 S., RGE. 18 E.

COUNTY OF SARASOTA

STATE OF FLORIDA

SCALE: 1" = 100'

GILL, THOMAS, INC.



DESCRIPTION:
Begin at the SW Cor. of Sec. 7, Twp. 37 S., Rge. 18 E.; thence N 89°-58'-44" E. along the S.W. line of said Sec. 7 a distance of 251.75' to a P.O.B.; thence North a distance of 430' to the R/W line of the Intracoastal Waterway; thence S 19°-29'-20" E. along said R/W line a distance of 456.08' to the aforementioned S.W. line of Sec. 7; thence S 89°-58'-44" W. along said S.W. line a distance of 1269.35' to the P.O.B.; being and lying in U.S. Government Lot 1, Sec. 7, Twp. 37 S., Rge. 18 E., Sarasota County, Florida.

SURVEY AND PLAT BY:
MOSBY ENGINEERING ASSOCIATES, INC.
2259 BEE RIDGE RD., SARASOTA, FLORIDA

LEGEND
© PERM. REF. MON

EASEMENT DESCRIPTION:
First Siesta Corp. expressly reserves the right to use the easements shown on this plat as private roads, for public utilities and water lines.

NOTE:
All curve dimensions are arc lengths.
All streets or roads designated hereon as private streets or roads are hereby specifically set aside for the use of the abutting property owners only, and should constitute a dedication to the general public or the use of Siesta Corp. being specifically understood and no dedication is intended to the County to maintain or improve said private streets or roads.

FILED AND RECORDED
1958 DEC -6 PM 3:57
W. A. WYNN, CLERK
SARASOTA COUNTY, FLA.

242400 CERTIFICATE OF DEDICATION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA } S.S.
First Siesta Corp., a Florida corporation, by its duly elected President, I. Charles Bernhard, and by its duly elected Secretary-Treasurer, Dorsey Whittington, acting by and with authority of its Board of Directors, does hereby dedicate and set apart all of the streets, except those designated as private roads, as shown or described on this plat to the use of the general public forever.

IN WITNESS WHEREOF, the undersigned Corporation has caused these presents to be executed by its President and Treasurer, this 7th day of September, A.D. 1958.

ATTEST:
Dorsey Whittington
Secretary-Treasurer
I. Charles Bernhard
President

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA } S.S.
Before me, the undersigned Notary Public, personally appeared Charles Bernhard, President and Dorsey Whittington, Secretary-Treasurer of First Siesta Corp., a Florida corporation, to me known to be the individuals described in and who executed the foregoing certificate of dedication, and they each duly acknowledged before me that they executed the same, as such officers for and in behalf of said corporation.

Witness, my hand and official seal at Sarasota County, Florida, this 7th day of September, A.D. 1958.

My commission expires Sept 7, 1958

Notary Public, State of Florida at Large.

CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA } S.S.
I, W. A. WYNN, County Clerk of Sarasota County, Florida, hereby certify that this plat has been examined and that the same complies in form with all the requirements of the Laws of Florida, particularly §§ 20, 21, 22, 23, 24, 25, and that this plat has been filed in record book 9, Page 68, and that this copy of the same is filed in the office of the County Clerk of Sarasota County, Florida, this 7th day of September, A.D. 1958.

W. A. WYNN, Clerk
Sarasota County, Florida
Deputy Clerk

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA } S.S.
It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of the County of Sarasota, Florida, this 25th day of November, A.D. 1958.

Approved:
[Signature]
County Attorney

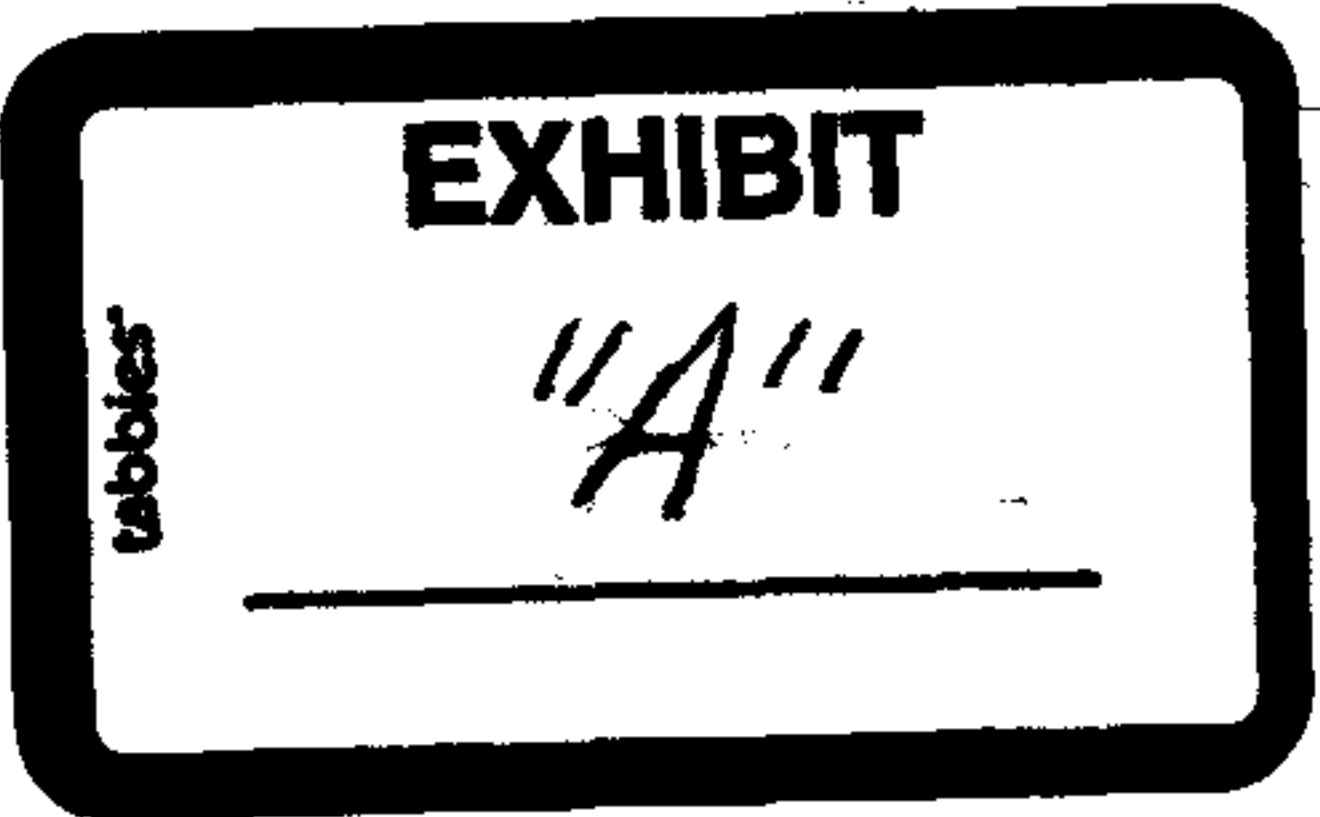
[Signature]
Chairman, Board of County Commissioners

CERTIFICATE OF SURVEYOR

STATE OF FLORIDA } S.S.
COUNTY OF SARASOTA } S.S.
I, the undersigned registered land surveyor hereby certify that this plat is a true representation of the land described and shown to the best of my knowledge and belief, and that permanent reference monuments have been placed as required in Survey Laws of Florida.

J. V. MOSBY
Reg. Land Surveyor - For Cert. No. 835
Date of Survey May 15, 1958

Checked



Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

ROYAL PALM HARBOR ASSOCIATION A Corporation Not for Profit under the Laws of Florida

These are the Articles of Incorporation of ROYAL PALM HARBOR ASSOCIATION, a not-for-profit corporation under Chapter 617 of the Florida Statutes:

ARTICLE I. NAME

The name of the corporation shall be ROYAL PALM HARBOR ASSOCIATION (herein "Association").

ARTICLE II. PRINCIPAL OFFICE

The mailing address and principal office and place of business of the Association shall be 2831 Ringling Blvd, Bldg B, Ste 203D, Sarasota, Florida 34237. The Association Board of Directors may change the location of the principal office of the Association and its mailing address from time to time as provided by law.

ARTICLE III. DURATION

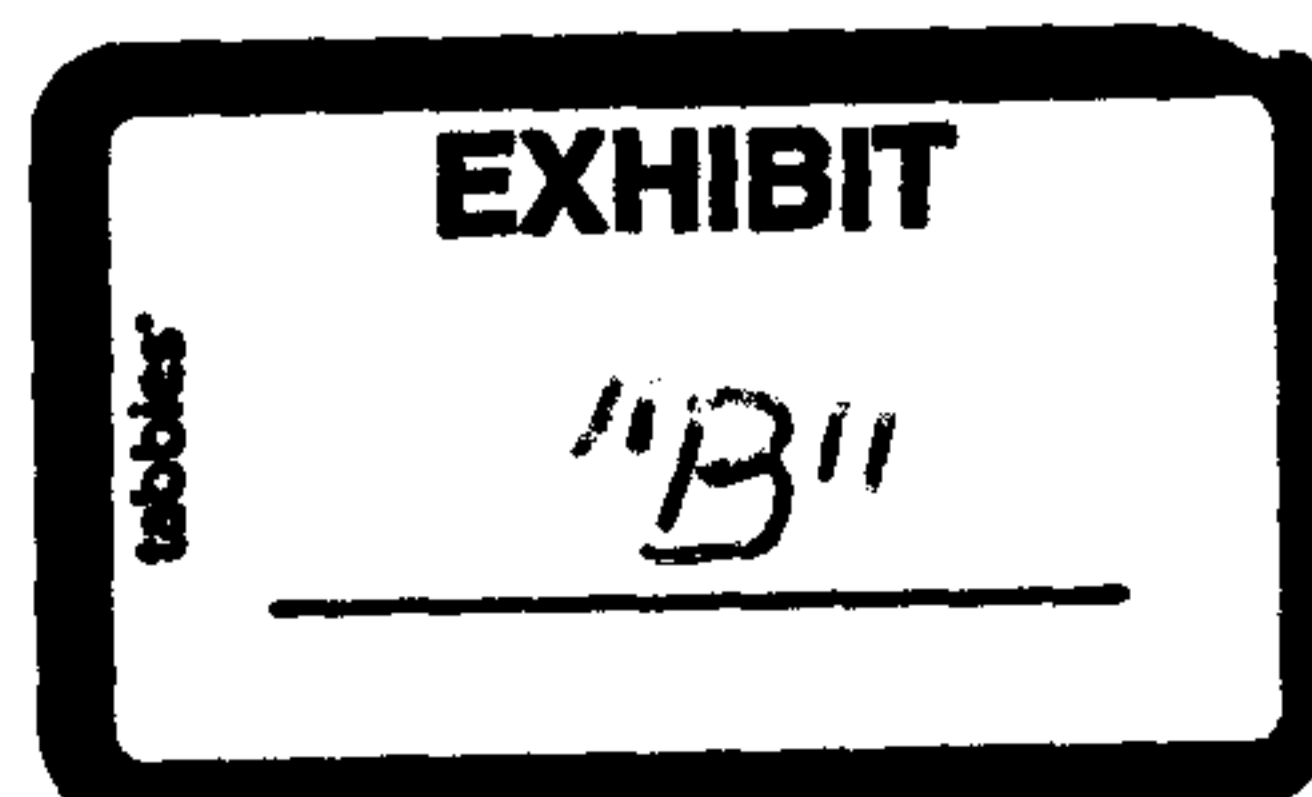
The term of existence of the Association shall be perpetual or until dissolved by appropriate legal proceedings.

ARTICLE IV. PURPOSE

By way of explanation and not limitation, the purposes for which the Association is organized are:

(a) To be and constitute the Association to which reference is made in the Restrictions, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as set forth in the Restrictions, these Articles of Incorporation and the Bylaws of the Association (herein "the Governing Documents") as provided by law; and

Amended and Restated Articles of Incorporation
Of Royal Palm Harbor Association
Page 1 of 5



(b) To be a civic society not for profit to provide for community, social, recreational and protective projects for the benefit of its Members.

ARTICLE V. POWERS

The powers of the Association shall include but not be limited to the following:

(a) To own and maintain Property, real and personal, which is necessary or incidental to the attainment of its corporate purposes; and

(b) To contract for, to buy and sell services and Property necessary or incidental to the attainment of its corporate purpose.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the corporation and the enjoyment and exercise thereof, as conferred by the laws of the State of Florida upon corporations organized under the provisions of Chapter 617, Florida Statutes.

ARTICLE VI. QUALIFICATIONS OF MEMBERSHIP

The membership of the corporation shall be comprised of persons owning real Property in the Royal Palm Harbor Subdivision as per Plat thereof recorded in Plat Book 9, at page 68 of the Public Records of Sarasota County, Florida, and all persons who now own or hereafter acquire ownership to any of the foregoing Properties shall be eligible for membership in this corporation subject to the Bylaws of the corporation, provided however, that membership of any Member of this corporation will cease upon such Member disposing of all of his ownership in any of the foregoing described Properties.

The Secretary of the Association shall maintain a list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving his or her name, address and Lot number; provided, however, that any notice given to or vote accepted from the prior Owner of such Lot before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by him or her and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

ARTICLE VII. VOTING RIGHTS

Each Lot in the Subdivision shall be entitled to one vote (1) in all Association matters submitted to the membership, and the Owner of the Lot shall be entitled to cast the vote in his or her discretion.

ARTICLE VIII. BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board as provided in the Bylaws, who shall be elected by the membership as provided in the Bylaws.

ARTICLE IX. INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association indemnifies any Director or officer made a party to or threatened to be made a party to any threatened, pending, or completed action, suit, or proceedings:

(a) Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, officer, or agent of the Association. Such indemnification shall include indemnification against expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by the indemnified person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceedings, such person had no reasonable cause to believe his or her conduct was unlawful. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association, unless, and then only to the extent that, the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) Approval. Any indemnification under paragraph (a) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that

indemnification is proper under the circumstances because the person requesting indemnification has met the applicable standard of conduct set forth in paragraph (a) above. Such determination shall be made (i) by majority vote of the Members of the Board who were not parties to such action, suit, or proceeding, if sufficient to constitute a quorum, or (ii) if a quorum of the Board is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, in a written opinion rendered by independent legal counsel engaged by the Association, or (iii) by a majority vote of the voting interests of the Members.

(c) **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board in any specific case upon receipt of a written agreement by or on behalf of the affected Director, officer, employee, or agent to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the Association as authorized in this Article.

(d) **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, under the Bylaws, or pursuant to any agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of such person.

(e) **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

ARTICLE X. REGISTERED AGENT

The street address of the registered office of this corporation is 2831 Ringling Blvd, Bldg B, Ste 203D, Sarasota, Florida 34237 and the name of the Registered Agent of this corporation at that address is Julie Trimpe. The Association Board may change the Association's registered office and registered agent from time to time as permitted by law.

ARTICLE XI. BYLAWS

The Association Bylaws may be amended in the manner provided by the Bylaws.

ARTICLE XII. AMENDMENTS

These Articles of Incorporation may be amended 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 adopting an amendment may be proposed by either the Board of the Association or by ten percent (10%) of the Members of the Association petitioning for a membership meeting. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in his absence, and a Meeting of the Members of the Association shall be called not later than sixty (60) days from the receipt by him of the proposed amendment or amendments. Except as elsewhere provided, an amendment must be approved by a majority of the total votes of the Association membership.

(c) A copy of each amendment shall be recorded in the Public Records of Sarasota County, Florida. Amendments to these Articles of Incorporation shall become effective upon recordation unless a later effective date is specified therein.

ARTICLE XIII. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because the Director or officer's votes are counted for such purpose. Directors and officers shall disclose all actual or potential conflicts of interest to the Board prior to any such discussion or vote. If a conflict is timely and fully disclosed, no Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board at which a contract or transaction with an interested Director is to be considered.

Prepared by and return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

AMENDED AND RESTATED BYLAWS ROYAL PALM HARBOR ASSOCIATION

ARTICLE I. NAME, PURPOSE AND PRINCIPAL OFFICE

1.01. Name. These are the Amended and Restated Bylaws of ROYAL PALM HARBOR ASSOCIATION (“the Association”), a Corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were initially filed in the office of the Secretary of the State of Florida on August 18, 1976.

1.02. Purpose. The Association has been organized for the purposes of promoting the health, safety, and welfare of the Owners of Lots located within The Royal Palm Harbor, a Subdivision in Sarasota County, Florida, and performing all duties assigned to it under the provisions of the Restrictions of Royal Palm Harbor, (herein “the Restrictions”).

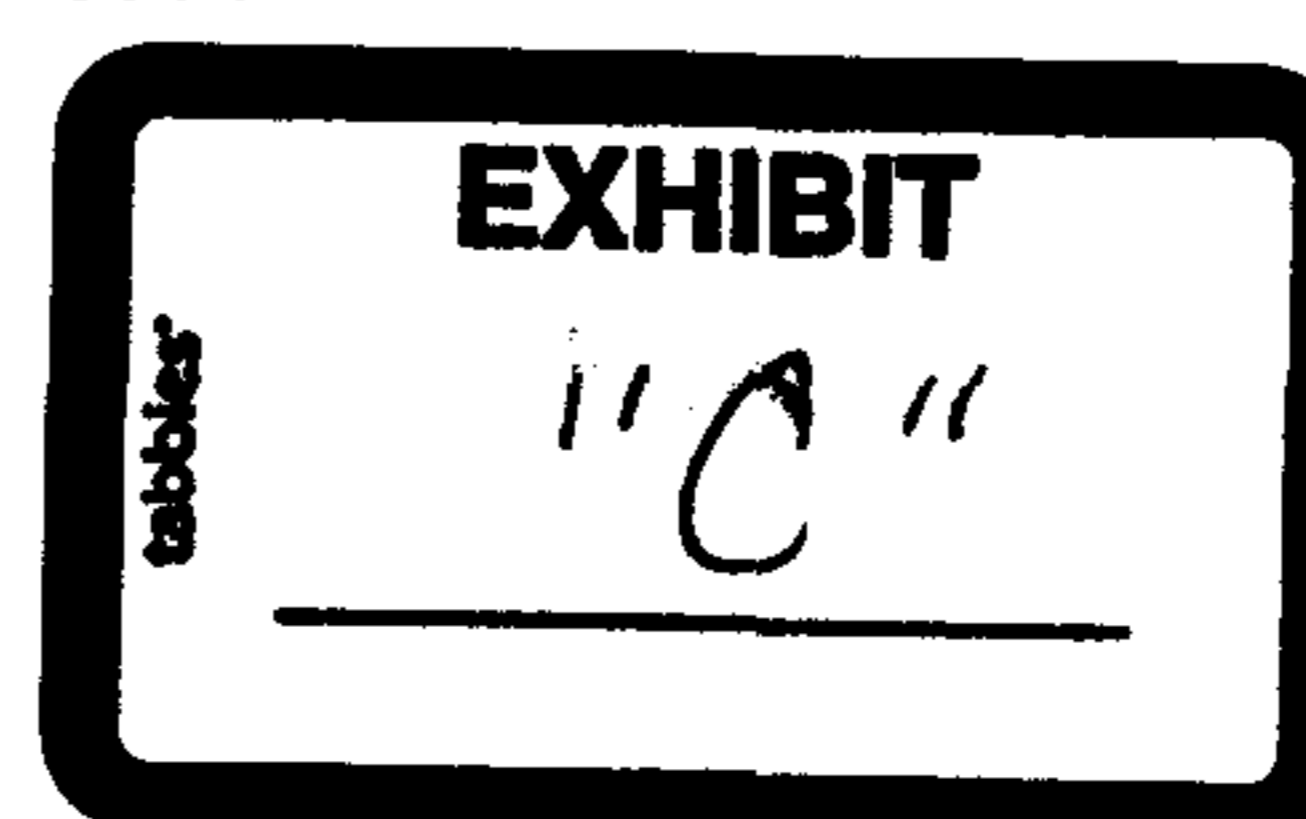
1.03. Principal Office. The principal office of the Association shall be located at 2831 Ringling Blvd, Bldg B, Ste 203D, Sarasota, Florida 34237, or at such other place as may be established by resolution of the Board of the Association from time to time.

1.04. Seal. The Association shall have an official seal, which shall be circular in form bearing the name of the Association, the word “Florida,” the words. “Corporation Not For Profit,” and the year of incorporation. Alternatively, the words “Corporate Seal” or “Seal” may serve as the seal of the Association. In no event shall a seal be required to validate corporate actions unless specifically required by law.

ARTICLE II. MEMBERSHIP

2.01. Eligibility. Any person or entity that holds title in fee simple to a Lot in the Subdivision shall by virtue of such ownership, automatically be a Member of the Association.

2.02. Change of Membership. Change of membership in the Association shall be established by recording a deed (or other instrument establishing a fee interest in any Lot in the Subdivision) in the Public Records at which time the membership of the prior Owner is terminated. The prior Owner shall notify the Association of the proposed transfer of ownership.



ARTICLE III. VOTING

3.01. Voting Rights. Each Member shall have the voting rights provided in the Articles of Incorporation of the Association and any such vote may be cast in person or by proxy executed in writing and filed with the Secretary.

3.02. Decisions of the Membership. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Restrictions, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half (1/2) of the total votes of the Association membership represented at any duly called Members' meeting at which a quorum is present shall be necessary for approval of any matter and shall be binding upon all Members.

3.03. Proxies. Votes may be cast in person, by proxy, or by written ballot. A proxy shall be in writing and signed by the designated voting representative or the Owner if no voting representative has been designated. A proxy shall be valid only for the particular meeting designated in the proxy, and adjournments of said meeting, and must be filed with the Secretary of the Association before the appointed time of the meeting or any adjournments thereof. A properly executed and delivered proxy may be revoked by a writing delivered to the Secretary, prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

ARTICLE IV. MEMBERS' MEETINGS

4.01. Annual Meeting. An annual meeting of the membership of the Association shall be held each year on the third (3rd) Saturday in January or on such other day as the Board may determine. The date, time, and place of the annual meeting shall be designated by the Board. The annual meeting shall be held for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

4.02. Special Meetings. Special meetings of the Members shall be held whenever called by the President or Vice President or by a majority of the Board. Such meeting must be called by such officers upon receipt of a written request from Members whose votes represent a majority of the total votes of the Association.

4.03. Notice of Meetings. Notice of all Members' meetings shall be given by the President, Vice President, or Secretary or by such other officer of the Association as may be designated by the Board and all Members shall receive notice as provided herein. Such notice shall be written or printed, shall state the time and place of the meeting and the purpose for which the meeting is called, and shall be given not less than fourteen (14) days prior to the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, and addressed to the Member at his post office

address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's official records. Notice may be given by e-mail with proof of transmission by affidavit by the Secretary of Association to those Owners who previously consented to receive notice electronically.

The Association shall be entitled to give all notices required to be given to the Members by these Bylaws, the Articles of Incorporation, and the Restrictions, to the person or entity shown by the Association's records to be entitled to receive such notices at the last known address shown by the records of the Association, until the Association is notified in writing that such notices are to be given to another person or entity or at a different address.

4.04. Waiver of Notice. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association (whether executed and filed before or after the meeting), shall be deemed equivalent to the giving of such notice to such Member. A Member's attendance at a meeting shall be deemed a waiver by such Member of notice of the meeting unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at the meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

4.05. Quorum. A quorum shall exist when Members entitled to cast not less than a majority of all votes are present, either in person or by proxy.

4.06. Adjournment of Meetings. If any members' meeting cannot be held because a quorum has not attended or because a greater percentage of attendance as may be required by the Articles of Incorporation, these Bylaws, or the Restrictions is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the sufficient number is present.

4.07. Order of Business. The order of business at annual meetings of the Members, and as far as practical at other meetings of the Members, shall be:

- (a) Calling of the roll and certifying of the proxies.
- (b) Proof of notice of the meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Announcements.
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson of the meeting.

ARTICLE V. ELECTION OF DIRECTORS

5.01. Number and Term. The affairs of the Association shall be managed by a Board consisting of between three (3) and nine (9) Directors. The number of Directors may be changed from time to time by resolution of the Board but may never be less than three (3). Each Director shall hold his/her office for a period of one (1) year.

5.02. Director Qualifications. Every Director shall be at least eighteen (18) years of age and a Member or the designated voting representative of a Member which is a corporation, trust or partnership.

5.03. Election of Directors. The election of Directors shall be held at the Annual Members Meeting, in the manner provided by law and as follows:

A. Except as provided in paragraph B. herein, all Members are eligible to serve on the Board, and a Member may nominate himself or herself as a candidate for the Board at a meeting where the election is to be held. The Board must be elected by a plurality of the votes cast by eligible voters.

B. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association on the day that he or she could last nominate himself or herself or be nominated for the Board may not seek election to the Board, and his or her name shall not be listed on the ballot. For purposes of this paragraph, the term "any fee, fine, or other monetary obligation" means any delinquency to the Association with respect to any Lot. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, may not seek election to the Board and is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board.

5.04. Vacancies. Except as to vacancies provided by removal of Directors by Members, vacancies in the Board occurring between annual meetings of Members shall be filled by the remaining Directors.

5.05. Removal. Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership by written agreement or at a special meeting of the Members called for that purpose. The vacancy in the Board so created shall be filled in accordance with state law.

ARTICLE VI. BOARD OF DIRECTORS

6.01. Authority. Without limiting any power vested in it by law, the Board shall have the power:

(a) To call meetings of the Members.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association; prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer, or Director of the Association in any capacity whatsoever.

(c) To establish, levy, and collect the Assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board and approved by a majority of the Owners.

(d) To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

(e) To appoint such committees as the Board may desire and to grant to such committees such duties and responsibilities as the Board may deem advisable.

(f) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association (except as may be expressly reserved to the Members) by the Restrictions or by the Articles of Incorporation.

6.02. Duties. It shall be the duty of the Board:

(a) To cause to be kept a complete record of all its acts and corporate affairs.

(b) To supervise all officers, agents, and employees of the Association and to see that their duties are properly performed.

(c) With reference to Assessments of the Association:

(1) To propose the amount of the Assessment against each Lot for each fiscal year in accordance with the provision of the Restrictions, the Articles of Incorporation, and these Bylaws; and

(2) To prepare a roster of the Members and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(3) To send written notice of each Assessment to every Member subject thereto.

(d) To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any Assessment has been paid and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(e) To make payment of all ad valorem taxes assessed against the Association Property, both real and personal.

(f) To pay all expenses incurred by the Association for repairs, maintenance, services, insurance, and other operating expenses.

(g) To enforce by appropriate legal means the provisions of the Restrictions, the Articles of Incorporation, and these Bylaws.

6.03. Compensation. The Association shall not compensate a Director or officer for acting as such. The Association may reimburse any Director for expenses incurred on the Association's behalf if approved by a majority of the other Directors. In addition, nothing herein shall prohibit the Association from compensating a Director or officer for services or supplies he or she furnishes to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association. The foregoing also applies to any entity with which a Director is affiliated.

ARTICLE VII. MEETINGS OF DIRECTORS

Meetings of the Board shall be open to all Members and shall be held in accordance with the following provisions:

7.01. Organizational Meeting. An annual meeting of the Board shall be held immediately after, and at the same place as the annual meeting of Members.

7.02. Regular Meeting. Regular meetings of the Board shall be held not less frequently than annually and at such a time and place as shall be determined by the President or a majority of the Members of the Board.

7.03. Special Meeting. Special meetings of the Board shall be held when called by the President, Vice President in the President's absence, or by any two Directors.

7.04. Notice of Board Meetings. Notice of regular or special meetings of the Board shall be given to each Director, personally, by mail, facsimile, telephone, or telegram, at least forty eight (48) hours prior to the day named for such meeting, which notice shall state the date, time and place of the meeting and, as to special meetings, the purpose of the meeting, unless such

notice is waived. A Director may waive notice of a meeting before or after a meeting. Except for emergency meetings, notice of a Board meeting shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours in advance of the meeting.

7.05. Quorum. A majority of the Board shall constitute a quorum to transact business at any meeting of the Board, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board.

7.06. Presiding Officer. At meetings of the membership, the President, or in his absence the Vice President, shall preside, or in the absence of both, the Board shall select a chairman.

7.07. Vote. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

7.08. Meetings Open. Meetings of the Board shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the meeting would be governed by the attorney-client privilege.

ARTICLE VIII. OFFICERS

8.01. Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Each executive officer of the Association shall be a Director of the Association. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

All of the officers of the Association shall be elected by the Board at the annual meeting of the Board. If the election of such officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and qualified or until his earlier death, resignation, or removal.

A vacancy in any office because of death, resignation, or other termination of service may be filled by the Board for the unexpired portion of the term.

All officers shall hold office at the pleasure of the Board.

8.02. President. The President shall be the chief executive officer of the Association, shall have all the powers and duties usually vested in the office of president of a homeowners association, including but not limited to the power to appoint advisory committees as the President may deem appropriate to assist in the conduct of the affairs of the Association. The President shall serve as chairman at all Board and membership meetings.

8.03. Vice President. The Vice President shall, in the absence of the President or during periods in which the President is unable to perform his/her duties, perform the duties of President. If the President shall be removed or resign, die, become legally incompetent or be unable permanently to perform his/her duties as President, the Vice President shall succeed to the Presidency and a Vice President shall be elected by the Board. In addition, the Vice President shall generally assist the President, and exercise such other powers and perform such other duties as shall be prescribed by the Board.

8.04. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members and shall attend to the giving and serving of all notices to the Members and Directors, and other notices required by law and the governing documents. In addition, the Secretary shall keep the records of the Association (including maintaining a roster of all Members), except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The Assistant Secretary, if such office is created, shall perform the duties of the Secretary when the Secretary is absent.

8.05. Treasurer. The Treasurer shall be responsible for all Property of the Association, including funds, securities, and evidence of indebtedness; shall ensure that the financial books of the Association are kept in accordance with good accounting practices; shall ensure that all financial records are kept in compliance with Florida Statutes; and shall perform all other duties incident to the office of Treasurer.

ARTICLE IX. FINANCES

The provisions for fiscal management of the Association set forth in the Restrictions shall be supplemented by the following provisions:

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

9.02. Budget. The Board shall propose and a majority of the Owners shall approve a budget for each fiscal year, which shall contain estimates of the cost of performing the functions of the Association, and shall levy an annual assessment based thereon against each Lot subject to assessment. The adoption of a budget shall not, however, be construed as restricting the right of the Board to levy any additional or special assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation, maintenance, and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements, as long as said expenditure is assented to by the Owners having at least a majority of the voting rights in the Association.

9.03. Notice of the annual assessment. Notice of the annual assessment levied against each lot, together with a copy of the budget as adopted by the Board of Directors, shall be transmitted to each member on or before November thirtieth (30th) of the year prior to the fiscal

year for which the budget is made. The annual assessment shall be paid on a semi-annual basis, due the first day of February and the first day of August.

9.04. Checks. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officer's agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board.

9.05. Depository. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board may select.

9.06. Financial Report. The Association shall prepare an annual financial report and submit same to the Members at the annual meeting of the Association.

9.07. Board of Directors Insurance. Fidelity bonds or proper liability insurance shall be required by the Board from all persons authorized to sign checks or otherwise disburse or withdraw Association funds. The bonds or liability insurance shall be determined by the Directors, shall protect the Association against theft or embezzlement of the maximum amount of funds held by the Association at any time and shall in no event be less than one-half of the total annual assessment. The premiums on such bonds shall be paid by the Association as a common expense.

9.08. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a majority of the entire Board. The Board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

ARTICLE X. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association and Directors' meetings when not in conflict with the Governing Documents or State law. Strict adherence may be dispensed with by a majority vote at the meeting.

ARTICLE XI. RECORDS

11.01. Inspection and Copying of Records. Any Member wishing to inspect or make copies of the Official Records of the Association must submit a written request to the Secretary. The request should state which record or records are to be inspected.

11.02. Recording. Any Lot Owner may tape record or videotape meetings of the Board. Tape recording and videotaping of a meeting shall be in compliance with such reasonable rules as may be adopted, in writing, by the Board.

11.03. Member Information. Members are responsible for supplying to the Association all information necessary to maintain and keep current the records of the Association. The records of the Association shall include information required by The Florida Homeowners Association Act and records necessary for effective operation of the Association. Members shall reply to requests for information from the Association within thirty (30) days of receipt.

ARTICLE XII. FINING AND SUSPENSION

The Association may impose fines and suspensions in the following manner:

12.01. Fines. The Association may levy reasonable fines, not exceeding one hundred dollars (\$100.00) per violation against any Member or any Member's tenant, guest, or invitee for the failure of the Member or occupant, licensee, or invitee to comply with any provision of the Restrictions, the Bylaws, or reasonable rules of the Association. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed one thousand dollars (\$1,000) in the aggregate. A fine of less than one thousand dollars (\$1,000) may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

12.02. Suspension. An Association may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use Common Areas and facilities for the failure of the Owner of the Lot or the Lot's occupant, licensee, or invitee to comply with any provision of the Restrictions, the Bylaws, or reasonable rules of the Association. This paragraph does not apply to that portion of Common Areas used to provide access or utility services to the Lot. A suspension may not prohibit an Owner or tenant of a Lot from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

12.03. Notice and Opportunity for a Hearing. A fine or suspension as described in this Article XII may not be imposed by the Board without at least fourteen (14) days' notice to the person sought to be fined or suspended 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 or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Board imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant, licensee, or invitee of the Owner.

ARTICLE XIII. COMMITTEES

The President shall have the power to appoint committees for designated purposes. Such committees may be dissolved by the President or by a majority of the Board.

ARTICLE XIV. AMENDMENTS

These Bylaws may be amended in the following manner:

14.01. Notice. The text of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.02. Resolution. A resolution adopting an amendment may be proposed by the President, any two (2) Directors of the Association or by the written petition of twenty percent (20%) of the Members.

14.03. Adoption. An amendment to these Bylaws requires approval by a majority vote of the membership of the entire Association.

14.04. Recording. Any amendment shall be duly recorded in the Public Records of Sarasota County, Florida. Amendments to these Bylaws shall become effective upon recordation unless a later effective date is specified therein.

ARTICLE XV. INTERPRETATION

The provisions of these Bylaws shall be construed together with the Restrictions and the Articles of Incorporation. In the event of a conflict between the provisions hereof and the provisions of the Restrictions or Articles of Incorporation, the provisions of the Restrictions or Articles of Incorporation shall control. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to implement its obligations and authorities under the Restrictions. Wherever the context so requires, the use of any gender herein shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. Unless the context shall otherwise require, terms used herein shall have the same meanings as set forth in the Restrictions.