

**TARPON CLUB
ASSOCIATION, INC.**

SCHEDULE 4

BYLAWS

OF

TARPON CLUB ASSOCIATION, INC.

Rummel/Tarpon Properties, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as "Association", does hereby adopt the following as its Bylaws:

ARTICLE I

IDENTITY AND DEFINITIONS

Association has been organized for the purpose of ownership, operation, improvement and management of Tarpon Club, to enforce the Covenants hereinafter referred to, and in order to promote the health, safety and welfare of the members thereof. The terms and provisions of these Bylaws are expressly subject to the terms, provisions, conditions and authorizations contained in the Declaration of Maintenance Covenants and Restrictions for Tarpon Club (herein referred to as "Covenants"), executed by Rummel/Tarpon Properties, Inc. (hereinafter referred to as "Developer"), which will hereafter be recorded in the Public Records of Pinellas County, Florida, and to the lawful ordinances and regulations of Tarpon Springs, Florida.

All words and terms used herein which are defined in the Covenants shall be used herein with the same meanings as defined in said Covenants.

ARTICLE II

LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 535 49th Street North, St. Petersburg, Florida 33710, or at such other place as may be established by resolution of the Board of Directors of the Association.

ARTICLE III

MEMBERSHIP, VOTING, QUORUM AND PROXIES

1. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by the members, shall be as set forth in Article IV of the Association's Articles of Incorporation.

2. A quorum at any meeting of the Association's members shall consist of persons entitled to cast votes representing more than fifty percent of the total votes of the Association as determined in the manner set forth in Article V of the Association's Articles of Incorporation.

3. Where an individual parcel of property subject to said Covenants is owned by more than one person or by a corporation, partnership or other legal entity, the vote of the owner or owners shall be cast by the person named in a certificate signed by all of the individual owners of such parcel or by appropriate officials of any other legal owner and such certificate shall be filed with the Secretary of the Association and shall remain valid until revoked by subsequent certificate. If such a certificate is not on file with the Association's Secretary, then the vote of any such owner or owners shall not be considered in determining the requirement for a quorum or for any other purpose.

4. Votes may be cast either in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting.

5. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, or the aforesaid Covenants, or where the same may otherwise be required by law, the affirmative vote of the holders of more than one-half of the total votes of the Association 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.

6. The Association shall be entitled to give all notices required to be given to the members of the Association by these Bylaws or the Articles of Incorporation or the aforesaid Covenants 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.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The annual meeting of the membership of the Association shall be held at the office of the Association, or at such other place as may be designated by the Board of Directors, at 10:00 a.m. Eastern Standard Time on the first Tuesday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Tuesday which is not a legal holiday.

2. Special meetings of the members of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board

of Directors. Such meeting must be called by such officers upon receipt of a written request from members of the Association whose votes represent more than one-half of the total votes of the Association as determined in the manner as set forth in Article V of the Articles of Incorporation.

3. Each member of the Association shall be privileged to attend the annual or special meetings of the members even though his vote may be cast only through a voting delegate.

4. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association designated by the Board of Directors. Such notice shall be written or printed and shall state the time, place and the object for which the meeting is called, and shall be given not less than twenty (20) days nor more than thirty (30) days prior to the date set for such meeting. If presented personally, a receipt of such notice shall be signed by the member or voting delegate, indicating the date on which such notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the member or voting delegate 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 minute book. Any member or voting delegate may, by written waiver of notice signed by such member or voting delegate, 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.

5. If any members' meeting cannot be organized because a quorum has not attended or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the aforesaid Covenants, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

6. All questions to be voted upon by members of the Association, including the names of all nominees for the Board of Directors, shall be stated in the notice of the meeting to consider such questions or election.

7. Any condominium or neighborhood property owners non-profit corporation or association may, by majority vote of its members at any meeting at which a quorum is present, propose any questions for consideration by the Board of

Directors of this Association. The President of such organization shall certify to the Board of Directors of this Association the occurrence of said conditions and the question proposed, whereupon the Board of Directors of this Association shall consider said question or before the conclusion of its second meeting following receipt thereof and shall, within a reasonable time thereafter, communicate the result of its consideration thereof to said President or voting delegate.

8. At meetings of the membership, the President or, in his absence, the Vice-President, shall preside, or in the absence of both, the membership shall select a chairman.

9. The order of business at the annual meeting of the members and, as far as applicable and practical, at any other members' meeting, shall be as follows:

- A. Calling of the roll and certifying of voting delegates and proxies;
- B. Proof of notice of meeting or waiver of notice;
- C. Reading of minutes;
- D. Reports of officers;
- E. Reports of committees;
- F. Appointment by the President of inspectors of election;
- G. Election of Directors;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors consisting of a maximum of five Directors. A majority of the Board of Directors 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 of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation, removal or other termination of services of any Director, shall be filled by the Board of Directors after consulting with the nominating committee (whose recommendations shall not be binding upon the Board). A Director appointed to fill a vacancy, shall be appointed for the unexpired term of his predecessor in office and shall continue to serve until his successor shall have been elected and/or appointed and qualified.

ARTICLE VI

ELECTION OF DIRECTORS; NOMINATING AND ELECTION COMMITTEES

1. Nominations for election of Board members shall be made by the Nominating Committee.

2. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Only members of the Association may be nominated by the Nominating Committee.

3. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominating Committee for such vacancies. Such ballots shall be prepared and mailed by the Secretary to the individual members along with the notice prescribed by Section 4 of Article IV, above.

4. The Election Committee shall then adopt a procedure which shall:

(a) establish that the number of votes cast by a member corresponds to the number of votes allowed to each member; and

(b) establish that the signature of the member is genuine; and

(c) tabulate the votes cast and report the results thereof to the Chairman of the Board of Directors.

5. The Chairman of the Board of Directors shall declare that nominee or those nominees receiving the greatest number of votes cast relative to each vacancy to be duly elected.

6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall take office as of the date of the first meeting of the Board of Directors after the meeting of members at which they were elected.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have 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.

(g) To enforce by appropriate legal means the provisions of the Articles of Incorporation and these Bylaws of the Association, the aforesaid Covenants, and any and all applicable laws and regulations.

ARTICLE VIII

MEETINGS OF DIRECTORS

1. The organizational meeting of a newly elected Board of Directors, which may also be the Board's annual meeting, shall be held within twenty (20) days of their election at such time and at such place as shall be fixed by the Directors at the annual meeting of members at which they were elected.

2. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

3. Special meetings of the Board of Directors shall be held when called by an officer of the Association or by any two Directors.

4. Notice of regular or special meetings of the Board shall be given to each Director, personally or by mail, telephone or telegram, at least three (3) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting, unless such notice is waived.

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

ARTICLE IX

OFFICERS

1. The officers of the Association shall be a President, a Vice-President, a Secretary, an Assistant Secretary, and a Treasurer, and such other officers as may be elected in accordance with the Articles of Incorporation. The President shall be a member of the Board of Directors.

2. All of the officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors. If the election of such officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have

(c) To establish, levy and assess, 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 of Directors.

(d) To adopt and publish rules and regulations governing Tarpon Club or any portion thereof and the personal conduct of the members and their guests thereon.

(e) 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.

(f) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Covenants or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

(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 this Association, and to see that their duties are properly performed.

(c) With reference to assessments of the Association:

(1) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Covenants; 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 Association property, real or personal.

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

been duly elected and qualified, or until his earlier resignation or removal.

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

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be in accordance with the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, leases, mortgages, deeds and all other written instruments. The President may, but need not, be a required signatory on checks of the Association.

6. The Vice-President, or the Vice-President so designated by the Board of Directors if there is more than one Vice-President, shall perform all the duties of the President in his absence. The Vice-President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He or any Assistant Secretary shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all of the members of the Association together with their condominium or neighborhood non-profit corporation affiliation, if any, and their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year in accordance with the provisions of Paragraph 5 of Article XI hereof. He or his appointed agent shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet, and the same together with the report of the certified public accountant shall be

available for inspection upon reasonable request of a member.

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10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

ARTICLE X

COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee

Unless otherwise provided herein, the aforesaid committee shall consist of a chairman and two or more members and shall include a member of the Board of Directors. The committee shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until the succeeding committee members have been appointed.

2. The Nominating Committee shall have the duties and functions described in these Bylaws.

3. The Board of Directors may appoint such other committees as it deems desirable.

ARTICLE XI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association, as set forth in the aforesaid Covenants and Articles of Incorporation, shall be supplemented by the following provisions:

1. The annual maintenance assessment roll, hereinafter called "assessment roll", shall be maintained in a set of accounting books in which there shall be an account for each owner of an individual parcel of Property subject to the annual maintenance assessment as set forth in said Covenants. Such account shall designate the name and address of the owner or owners, the amount of the annual maintenance assessment against the Property, the dates and amounts in which such assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. The fiscal year of the Association shall be the calendar year. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, and which shall include, but not be limited to, the following items:

(a) Common expense budget, which shall include provision for the accomplishment of those duties and objectives contemplated by the aforesaid

Covenants and by the Articles of Incorporation and these By Laws.

(b) Proposed annual maintenance assessment against each individual parcel of Property subject to the annual maintenance assessment as set forth in the Covenants.

Copies of the proposed budget and proposed annual maintenance assessments shall be transmitted to each member on or before December 31st of the year preceding that for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of such budget or amended budget shall not be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at any time in their sole discretion, to levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

3. Notices of the annual maintenance assessment applicable to each member as set forth in the Covenants, together with the common expense budget, shall be transmitted to each member on or before February 1st of the year for which the budget is made, and such assessment shall be due and payable on or before March 1st of that year and shall become delinquent after such date.

4. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

5. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be available in the Association offices for review by each member not later than April 1st of the year following the year for which the report is made.

6. Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association and shall be a common expense of the Association.

ARTICLE XII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

ARTICLE XIII

OFFICIAL SEAL

The Association shall have an official seal which shall be in circular form bearing the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

An impression of such official seal is set forth to the right hereof:

ARTICLE XIV

BOOKS AND RECORDS

The books, records and other papers of the Association shall be available at the Association's office and subject to the inspection of any of the Association members during regular business hours.

ARTICLE XV

AMENDMENTS

These Bylaws may be altered, amended or repealed by a majority vote of the Directors present at a duly constituted meeting of the Board of Directors provided that the proposed alteration, amendment or repeal is contained in the notice of such meeting. No amendment affecting Tarpon/Rummel Properties, Inc., or its successors or assigns, as Developer, shall be effective without the written consent of Tarpon/Rummel Properties, Inc., or its successors or assigns.

The foregoing were adopted as the Bylaws of Tarpon Club Association, Inc., a Corporation Not For Profit under the laws of the State of Florida, on _____, 19__.

As President

As Secretary

3 Int _____
 7 CC 13.00
 Tot 68.50

SECOND AMENDMENT TO DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS AND EASEMENTS FOR TARPON CLUB, AMENDMENT TO THE ARTICLES OF INCORPORATION OF TARPON CLUB ASSOCIATION, INC. AND ADDITION OF LANDS TO BE SUBJECT TO THE DECLARATION

THIS AMENDMENT is made effective the 24 day of January, 1990 by RUMMEL/TARPON PROPERTIES, INC., a Florida corporation (the "Developer") and TARPON CLUB ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

RECITAL

A. On or about March 10, 1988, the Developer executed and recorded the Maintenance Covenants and Restrictions and Easements For Tarpon Club which is recorded in Official Records Book 6697, beginning at page 1974 of the Public Records of Pinellas County, Florida (the "Declaration"). In addition, the Developer executed and recorded an Amendment to the Declaration (the "Amendment") which Amendment is recorded in Official Records Book 6702, beginning at page 1390, of the Public Records of Pinellas County, Florida.

B. The Association is the entity set forth in the Declaration which is responsible for the operation and administration of the Tarpon Club.

C. The Board of Directors of the Association and the Developer have voted to amend the Declaration and the Articles of Incorporation of the Association (the "Articles") in the manner set forth herein.

D. This amendment evidences and accomplishes the amendments to the Declaration and Articles contemplated by Recital C above.

E. In addition, the Developer is desirous of adding additional lands to be subject to the terms and provisions of the Declaration, which land is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Marina Parcel").

NOW THEREFORE, the Association hereby certifies as follows:

1. Compliance. The amendments set forth herein are in accordance with and pursuant to the requirements of the Declaration and the provisions of Articles.

2. Procedure. The various provisions of the Declaration and the Articles, among other things, provides for the amendment of the Declaration and Articles, respectively, in the manner set forth therein. The Association hereby certifies that such procedure for the amendment of the Declaration and Articles was strictly followed so as to effectively adopt and pass the amendments to the Declaration and Articles as set forth herein.

3. Section 4 of the Declaration. Section 4 of the Declaration is hereby modified, amended and supplemented as set forth in Exhibit "B" attached hereto and by this reference made a part hereof. In addition, wherever in the Declaration, the words Undeveloped Parcel, the North Parcel shall also be applicable thereto.

4. Section 5 of the Declaration. Section 5 of the Declaration is hereby modified, amended and supplemented as set forth in Exhibit "C" attached hereto and by this reference made a part hereof. In addition, wherever the words social member exists the Declaration, Articles or Bylaws, the same shall be deleted and have no force or effect.

5. Section 6 of the Declaration. Section 6 of the Declaration is hereby modified, amended and supplemented as set forth in Exhibit "D" attached hereto and by this reference made a part hereof.

6. Section 10 of the Declaration. Section 10 of the Declaration is hereby modified, amended and supplemented as set forth in Exhibit "E" attached hereto and by this reference made a part hereof.

KARLEEN F. DEBLAKER, CLERK
 JAN 25, 1990 2:23PM

St. Petersburg, Florida 33711

7. Section 2 of the Amendment. Section 2 of the Amendment is hereby modified, amended and supplemented as set forth in Exhibit "F" attached hereto and by this reference made a part hereof.

8. Article IV of the Articles. Article IV of the Articles is hereby modified, amended, and supplemented as set forth in Exhibit "G" attached hereto and by this reference made a part hereof.

9. Article V (A) (ii) and (A) (iii) of the Articles. Article V (A) (ii) and (A) (iii) of the Articles is hereby modified, amended and supplemented as set forth in Exhibit "H" attached hereto and by this reference made a part hereof.

10. Article V (C) of the Articles. Article V (C) of the Articles is hereby modified, amended and supplemented as set forth in Exhibit "I" attached hereto and by this reference made a part hereof.

11. Addition of Lands. Pursuant to Paragraph 4 of the Declaration, the Developer, as fee simple owner of the Marina Parcel, does hereby add, dedicates and annexes the Marina Parcel for the benefit of the Club Association, so that the Marina Parcel shall be subject to the Declaration and the terms of this Second Amendment. The Association joins in this Second Amendment, among other things, for the purpose of consenting to this addition, subject to the terms hereof. The Marina Parcel shall be maintained by the Association but shall be subject to the following provisions:

(a) All boat slips now in existence or to be constructed in the future by the Developer shall be exclusively assigned by the Developer, or its successors or assigns, for consideration as the Developer deems appropriate, only to members of the Association. The assignment shall confer to said member the exclusive right to use the boat slips, to the exclusion of all other members, for so long as that person is a member of the Association. The boat slips may be re-assigned by the member only to another member of the Association.

(b) Currently, there are nine boat slips constructed on the Marina Parcel. The Developer reserves the right to construct additional boat slips on the Marina Parcel at any time in the future, as may be permitted by all applicable law and regulations, and in increments, in its sole and absolute discretion. If the Developer elects to proceed with construction of additional boat slips, then all cost and expense attributable to the same shall be paid by the Developer.

(c) The members who have the exclusive right to use the boat slips, except for Developer, shall pay the Association a pro-rata maintenance charge for the expenses, maintenance, upkeep and repair of the boat slips. The pro-rata amount shall be based on the total number of boat slips actually constructed.

(d) No member shall be permitted to live on any boat which may be occupying any boat slip and no member shall have the right to install davits or mechanical devices for the purpose of lifting any boat out of the water.

12. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity only, without invalidating the remainder of such provision or of the remaining provision of this Amendment.

13. Florida Contract. This amendment shall be deemed a Florida contract and shall be construed according to the laws of the State of Florida, regardless of whether this amendment is executed by certain of the parties hereto, in other states or countries.

14. Headings. The headings of the paragraphs contained in this amendment are for convenience of reference only and do not form a part hereof and in no way modify, interpret or construe the meaning of the amendment herein.

26053049 NSB 01-25-90 14:19:21
01 OCL-TARPON CLUB ASSOCIATION
RECORDING 1 \$55.50
PHOTO/CERTIFIED 4 \$13.00

TOTAL: \$68.50
CHECK AMT. TENDERED: \$68.50
CHANGE: \$0.00

IN WITNESS WHEREOF, the Association has executed this Amendment, and shall be deemed to have executed such, effective on the day and year first above written.

Signed, sealed and delivered in the presence of:

Patricia Horton

Melody Peterson
As to the Association

TARPON CLUB ASSOCIATION, INC.
a Florida corporation not for profit

By [Signature]
Its President

Attest Donna Tarleton
Its Secretary

(CORPORATE SEAL)

RUMMEL/TARPON PROPERTIES, INC.

By [Signature]
Its President

Patricia Horton

Melody Peterson
As to the Developer

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th day of January, 1990, by H.E. RUMMEL the President and DONNA TARLETON the Secretary, respectively, of TARPON CLUB ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the Corporation.

Christine A. Pepino
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 26, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 25th day of January, 1990, by H.E. RUMMEL, the President of RUMMEL/TARPON PROPERTIES, INC., a Florida corporation, on behalf of said corporation.

Christine A. Pepino
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: MAY 26, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

(SEAL)

EXHIBIT "A"

POND AREA

That portion of Tract 7 & Tract 8, Tampa & Tarpon Springs Land Company, subdivision of Section 15, Township 27 South, Range 15 East, as recorded in Plat Book 1, Page 116 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, more particularly described as follows: From a point on the South line of Tract 7, 33.00 feet East of the East boundary of said Section 15; thence North 00°34'33" West, 331.77 feet; thence North 89°47'11" East, 118.75 feet; thence North 89°40'20" West, 320.00 feet; thence South 26°06'25" West, 370.46 feet; thence North 89°54'32" West, 43.42 feet to a point on the apparent mean high-water line of a man-made pond and St. Joseph Sound and the Point of Beginning and extending thence along the same, the following courses and distances: South 54°31'28" West, 82.60 feet; thence South 77°04'46" West, 20.81 feet; thence North 76°11'00" West, 27.46 feet; thence North 51°52'10" West, 29.60 feet; thence North 87°56'39" West, 23.01 feet; thence South 76°35'36" West, 104.23 feet; thence North 09°18'51" West, 65.57 feet; thence South 49°28'25" East, 27.08 feet; thence North 89°11'59" East, 34.37 feet; thence North 78°27'13" East, 78.76 feet; thence North 13°00'13" East, 18.02 feet; thence North 26°31'38" East, 23.37 feet; thence North 72°05'57" East, 25.20 feet; thence North 77°45'10" East, 138.88 feet; thence North 01°42'50" East, 25.04 feet; thence South 85°58'38" West, 89.32 feet; thence North 87°47'47" East, 43.90 feet; thence North 40°49'28" West, 26.65 feet; thence South 69°41'59" East, 68.49 feet; thence South 78°38'51" West, 13.22 feet; thence South 08°34'37" East, 78.88 feet; thence South 27°38'46" West, 12.73 feet; thence South 08°48'56" East, 30.53 feet; thence North 41°00'49" West, 176.72 feet; thence South 75°18'06" East, 51.45 feet; thence South 78°36'16" East, 27.94 feet; thence South 89°14'25" East, 32.42 feet; thence North 66°13'18" East, 15.32 feet; thence North 72°55'10" East, 42.03 feet; thence North 62°34'05" East, 33.24 feet; thence North 69°30'37" East, 43.37 feet; thence North 02°47'29" West, 4.80 feet; thence North 04°18'42" East, 59.23 feet; thence North 67°26'38" East, 51.78 feet; thence North 89°46'17" East, 44.73 feet; thence South 65°49'48" East, 26.93 feet; thence North 75°17'45" East, 72.85 feet; thence North 78°40'11" East, 27.43 feet; thence South 69°20'13" East, 44.09 feet; thence South 43°18'59" East, 41.73 feet; thence South 05°44'40" East, 29.11 feet; thence South 24°58'57" West, 25.06 feet; thence South 33°57'40" West, 43.48 feet; thence South 53°55'43" West, 84.26 feet; thence South 01°36'17" West, 92.69 feet; thence South 51°44'11" West, 60.52 feet; thence South 64°31'26" West, 25.93 feet to the Point of Beginning. 41.23 feet; thence South

EXHIBIT "B"

4. ADDITION OF LANDS TO BE SUBJECT TO COVENANTS AND ASSESSMENT. From time to time hereafter, Developer shall have the right, in its sole discretion, to add additional lands which may include, but not be limited to, the Undeveloped Parcel and any portion of Tracts 5 and 6, TAMPA & TARPON SPRINGS LAND COMPANY, Pinellas County which may be owned now or in the future by the Developer or any of Developer's affiliates, successors or assigns (the "North Parcel") to those hereinabove described by instrument recorded in the Public Records of Pinellas County, Florida, subject only to the consent shown thereon of Developer and the owner of the fee simple record title of the land to be added.

EXHIBIT "C"

SECTION 5 OF THE DECLARATION IS DELETED IN ITS ENTIRETY

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Handwritten mark resembling 'D. E. L.'.

EXHIBIT "D"

6. DEFINITIONS. The following words, when used in this Declaration (unless the context shall prohibit such construction), shall have the following meanings:

- (a) "Developer" shall mean and refer to Rummel/Tarpon Properties, its successors and assigns.
- (b) "Gulf Front" shall mean and refer to all of the property described in Exhibit "A" attached hereto and made a part hereof.
- (c) "Undeveloped Parcel" shall mean and refer to all of the property described in Exhibit "B" attached hereto and made a part hereof.
- (d) "Covenants" shall mean and refer to this Declaration of Maintenance Covenants.
- (e) "Association" shall mean and refer to Tarpon Club Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing Tarpon Club. Copies of the Articles of Incorporation and Bylaws of said corporation are attached hereto as Exhibits "C" and "D". This "Declaration of Maintenance, Covenants and Restrictions for Tarpon Club" is the document referred therein as the "Covenants".
- (f) "North Parcel" shall mean and refer to all of the real property which is located in Tracts 5 and 6, TAMPA & TARPON SPRINGS LAND COMPANY, Pinellas County, Florida, which may be owned now or in the future by the Developer or any of Developer's affiliates, successors or assigns.
- (g) "Marina Parcel" shall mean and refer to the real property which is more particularly defined in Exhibit "A" of the Second Amendment to Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club, which land has become added and subject to the Declaration.

EXHIBIT "E"

10. . RESERVATION OF UTILITY EASEMENTS. Developer and the future owners and occupants of all or any portion of the Undeveloped Parcel and the North Parcel hereby reserves a perpetual, alienable and non-exclusive easement, right and privilege, on, over and under the right of way of any of said roads, sidewalks and pathways in Tarpon Club, to erect, construct, maintain and use electric power and telephone poles, wires, cables, conduits, water mains, sewers, drainage lines, drainage ditches, underdrains, and other suitable equipment and appurtenances for these purposes, or for other equipment and appurtenances pertaining to the installation, maintenance, transmission and use of electricity, telephone, television signal transmission, gas, street lighting, water and any other utilities or conveniences to be placed on, in, over and under the right of way of said roads and sidewalks. Said easement shall be for the purpose, where necessary, of serving all of the properties owned by Developer, as more particularly described herein.



EXHIBIT "F"

2. Easement. The Declaration is modified and amended to clarify and to create and reserve a non-exclusive, perpetual easement on and across the streets, roadways, sidewalks and paths located on the Tarpon Club from time to time, for the purpose of providing ingress, egress and access between Gulf Front Lagoon, A Condominium, the Undeveloped Parcel, the North Parcel and Tarpon Club and the public roadway adjoining Tarpon Club. This easement is for the benefit of all owners, lessees and residents of Units in Gulf Front Lagoon, A Condominium and the future owners and occupants of the Undeveloped Parcel and North Parcel, together with their guests, licensees and invitees. Notwithstanding anything in the Declaration to the contrary, such access shall always be available between Gulf Front Lagoon, A Condominium the Undeveloped Parcel, the North Parcel and the public roadway, and there shall be no barriers constructed on Tarpon Club which would unduly restrict such access.



EXHIBIT "C"

ARTICLE IV

MEMBERS

The members of this Association shall consist of all of the owners of property or units located in Gulf Front Lagoon, which property is more particularly described and defined in the aforementioned Declaration of Maintenance Covenants to be recorded in the Public Records of Pinellas County, Florida, and, all owners of property located in the Undeveloped Parcel and the North Parcel as defined in said Declaration of Maintenance Covenants, as amended, in the event it is made subject to said Declaration of Maintenance Covenants the maximum number of residential units (which shall include lots) which may have membership in the Club Association shall be the actual number of residential units permitted by law, but never higher than 180.

Membership in the Association shall automatically terminate upon conveyance or other divestment of title to such member's unit, lot or parcel, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more units, lots or parcels so long as one unit, lot or parcel is owned by such member.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the unit, lot or parcel which is the basis of his membership in the Association.

EXHIBIT "H"

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member of the Association, including Developer, shall have a voice in the affairs thereof to the extent of:

(i) as to the condominium units in Gulf Front Lagoon, one vote for each such unit;

(ii) as to the Undeveloped Parcel and North Parcel, in the event it becomes subject to this Declaration of Maintenance Covenants, one vote for each condominium unit, one and one-half votes for each townhouse unit, and two votes for each single family lot which Developer intends to develop therein.

EXHIBIT "I"

ARTICLE V

VOTING AND ASSESSMENTS

C. In the event that the Undeveloped Parcel or North Parcel is made subject to the aforementioned Declaration of Maintenance Covenants, no assessments will be due and owing for said property or for any residential unit, lot or parcel therein, until any individual unit, lot or parcel receives a Certificate of Occupancy and a closing of the sale thereof from Developer to a third party is consummated. At such time, the individual unit, lot or parcel shall commence being subject to assessment, and every other individual unit, lot or parcel shall become subject to assessment, from time to time, as they receive Certificates of Occupancy and are sold to third parties.

AMENDMENT TO DECLARATION OF
MAINTENANCE COVENANTS AND
RESTRICTIONS AND EASEMENTS FOR
TARPON CLUB

THIS AMENDMENT TO DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS AND EASEMENTS FOR TARPON CLUB is executed this 17th day of March, 1988, by RUMMEL/TARPON PROPERTIES, INC., a Florida corporation ("Developer") with regard to the following matters:

RECITALS

A. On or about March 10, 1988, the Developer established the Tarpon Club by virtue of the execution and recording of that certain Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club (the "Declaration") which was recorded in Official Records Book 6697, beginning at page 1974, of the Public Records of Pinellas County, Florida.

B. When the Declaration was recorded in the Public Records as set forth above, the exhibits to the Declaration were inadvertently omitted from the recording thereof.

C. The Developer is the owner of all of the interests in Tarpon Club and furthermore has the right under the Declaration to amend the Declaration.

D. The Developer has prepared this Amendment for the purpose of amending the Declaration to add the omitted exhibits to the Declaration and to clarify the establishment of the access easement on the Tarpon Club property.

NOW THEREFORE, for and in consideration of the premises, and for other valuable consideration, the Developer hereby modifies the Declaration as follows:

1. Exhibits. The Exhibits described in the Declaration as Exhibits A, B, C, D, E, and F, which Exhibits are attached hereto as Exhibits A, B, C, D, E, and F, are hereby made a part of the Declaration to the same extent as if said Exhibits had been attached to the Declaration at the time the Declaration was recorded.

2. Easement. The Declaration is modified and amended to clarify and to create and reserve a non-exclusive, perpetual easement on and across the streets, roadways, sidewalks and paths located on the Tarpon Club from time to time, for the purpose of providing ingress, egress and access between Gulf Front Lagoon, A Condominium, and Tarpon Club and the public roadway adjoining Tarpon Club. This easement is for the benefit of all owners, lessees and residents of Units in Gulf Front Lagoon, A Condominium, together with their guests, licensees and invitees. Notwithstanding anything in the Declaration to the contrary, such access shall always be available between Gulf Front Lagoon, A Condominium and the public roadway, and there shall be no barriers constructed on Tarpon Club which would unduly restrict such access.

3. Other Terms. All other terms of the Declaration which are not amended hereby shall remain in full force and affect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by the undersigned, duly authorized officers, and its corporate seal to be hereunto affixed, on the day and year first above written.

RUMMEL/TARPON PROPERTIES, INC.,
a Florida corporation

By: David Evans
Its Vice President

Attest: David Evans
Its _____ Secretary

(CORPORATE SEAL)

Return to:
E. PAUL MESSINE, III
OF DAYNESSE, MERRILL, MANSCARA & OSTOW
P.O. BOX 180
St. Petersburg, Florida 33731

STATE OF FLORIDA)
COUNTY OF PINELLAS)

This instrument was acknowledged before the undersigned on March 17, 1988, by David Evans and _____, the 1st President and _____ Secretary, respectively, of RUMMEL TARPON PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Susan C. Wilson

Notary Public

My Commission expires: SUSAN C. WILSON, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20, 1989

(SEAL)

TARPON CLUB ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to and ratifies the amendments set forth above.

TARPON CLUB ASSOCIATION, INC.,
a Florida not for profit corporation

By David Evans
Its _____ President

Attest David Evans
Its _____ Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

This instrument was acknowledged before the undersigned on March 17, 1988, by David Evans and _____, the _____ President and _____ Secretary, respectively, of TARPON CLUB ASSOCIATION, INC.; a Florida corporation not for profit, on behalf of the corporation.

Susan C. Wilson

Notary Public

My Commission expires:

(SEAL)

SUSAN C. WILSON, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20, 1989

DECLARATION OF MAINTENANCE COVENANTS
AND
RESTRICTIONS
AND EASEMENTS
FOR
TARPON CLUB

RUMMEL/TARPON PROPERTIES, INC., a Florida corporation, hereinafter referred to as "Developer", does hereby declare these covenants and restrictions relative to Tarpon Club.

W I T N E S S E T H :

WHEREAS, Developer is the fee simple owner of four parcels of land located in Tarpon Springs, Florida, consisting of (i) a forty unit condominium development known as GULF FRONT LAGOON, A CONDOMINIUM ("Gulf Front") which is more particularly described herein; (ii) parcels of land improved with a clubhouse, pool, roads and other amenities (the "Tarpon Club") which is more particularly described therein; (iii) the lagoon areas which may be developed by the Developer as a private marina (the "Marina"), which is more particularly described herein; and (iv) a parcel of land adjoining Tarpon Club on which it may elect to construct and develop residential housing (the "Undeveloped Parcel"), which parcel is more particularly described herein; and

WHEREAS, Tarpon Club will be used and maintained by the owners and lessees of: (i) Gulf Front; (ii) the Undeveloped Parcel, in the event it becomes submitted to this Declaration; and (iii) a limited number of members residing somewhere other than Gulf Front or the Undeveloped Parcel ("Social Members"); and

WHEREAS, Developer desires to place certain covenants, restrictions and easements upon Tarpon Club; and

WHEREAS, Developer has caused to be incorporated under the Laws of the State of Florida as a corporation not for profit, Tarpon Club Association, Inc., hereinafter referred to as "Association", which corporation has been chartered for the purposes set forth in its Articles of Incorporation and Bylaws, including without limitation, the purposes of enforcing certain of these covenants and restrictions and operating, maintaining, improving and managing Tarpon Club for the use and benefit of its members;

NOW, THEREFORE, in consideration of the premises and pursuant to and in accordance with the aforesaid Resolution, Developer does hereby declare and establish these covenants and restrictions for the benefit of said community and the future owners of property therein and does hereby place upon the property hereinafter described the following covenants, liens and restrictions, to wit:

1. PROPERTY SUBJECT TO THIS DECLARATION. The lands of Developer which hereinafter shall be subject to and governed by these covenants and restrictions are located in Pinellas County, Florida, and consist of Gulf Front, as more particularly described in Exhibit "A" attached hereto. Said lands shall henceforth be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens hereinafter set forth without necessity of specific reference hereto. Absence of such specific reference to these Covenants in any subsequent conveyance or other transfer of property in Gulf Front shall not excuse the grantee or transferee from full compliance herewith, nor may any owner of a unit in Gulf Front waive or otherwise avoid liability for the assessments hereinafter provided for by the asserted non-use of Tarpon Club.

2. LANDS SUBJECT TO ASSESSMENT. All of the lands hereinabove described in Paragraph 1 are hereby declared to be subject to the lien of the annual maintenance assessment set forth in Paragraph 15 of these covenants. Additionally, Developer reserves the right to submit the Undeveloped Parcel to this Declaration by instrument recorded in the Public Records of Pinellas County, Florida, without the prior consent or joinder of any other members of Tarpon Club, or of any mortgagee of any unit in Gulf Front. Notwithstanding the foregoing, no parcel, unit or lot located in the Undeveloped Parcel shall begin to be subject to assessment following such submission until improvements are constructed thereon and a Certificate of Occupancy has been issued for such parcel, unit or lot, and

furthermore, that a sa has been closed from Develope to a third party for any such parcel, unit or lot.

3. REQUIRED MEMBERSHIP IN ASSOCIATION. All Owners of property lying within the land area described in Paragraph 2, above, shall be required to become members of the Association and to maintain such membership in good standing. Membership shall be automatically acquired upon acquisition of the fee simple title to any such property in Gulf Front (without necessity of reference thereto in any deed or other conveyance or transfer of title) and shall be automatically terminated upon the sale or other transfer of title to such property. The purposes, objectives and powers of the Association are set forth in detail in the Articles of Incorporation and Bylaws of Tarpon Club, copies of which are attached hereto as Exhibit "C" and "D".

4. ADDITION OF LANDS TO BE SUBJECT TO COVENANTS AND ASSESSMENT. From time to time hereafter, Developer shall have the right, in its sole discretion, to add additional lands other than the Undeveloped Parcel to those hereinabove described by instrument recorded in the Public Records of Pinellas County, Florida, subject only to the consent shown thereon of Developer, Association, and the owner of the fee simple record title of the land to be added.

5. SOCIAL MEMBERSHIP. Developer shall have the sole and exclusive right to sell a maximum of fifty (50) social memberships in the Association to individuals residing outside of the lands encumbered by this Declaration. All holders of social memberships in the Association shall enjoy the same rights, privileges and responsibilities as owners of property encumbered by this Declaration, including the payment of all assessments levied by the Association for Tarpon Club, but not including any right to vote in Association or Tarpon Club matters.

6. DEFINITIONS. The following words, when used in this Declaration (unless the context shall prohibit such construction), shall have the following meanings:

(a) "Developer" shall mean and refer to Rummel/Tarpon Properties, its successors or assigns.

(b) "Gulf Front" shall mean and refer to all of the property described in Exhibit "A" attached hereto and made a part hereof.

(c) "Undeveloped Parcel" shall mean and refer to all of the property described in Exhibit "B" attached hereto and made a part hereof.

(d) "Covenants" shall mean and refer to this Declaration of Maintenance Covenants.

(e) "Association" shall mean and refer to Tarpon Club Association, Inc., a Florida corporation not for profit, which corporation has been formed for the primary purpose of owning, improving, maintaining and managing Tarpon Club. Copies of the Articles of Incorporation and Bylaws of said corporation are attached hereto as Exhibits "C" and "D". This "Declaration of Maintenance, Covenants and Restrictions for Tarpon Club" is the document referred therein as the "Covenants".

7. DEFINITION OF TARPON CLUB. Tarpon Club shall be deemed to include all real property described in Exhibit "E" attached hereto and made a part hereof which will be deeded to Association by Developer at such time as Developer deems it to be proper, for the common use and enjoyment of all members of the Association, together with all improvements thereon such as the clubhouse, swimming pool, roadways, or otherwise.

8. OWNERSHIP, USE AND MAINTENANCE OF TARPON CLUB. Ownership of the Tarpon Club shall remain in Developer unless and until Developer shall transfer title thereto as hereinafter provided. Association shall assume the expense of maintaining Tarpon Club at the time of the filing of the condominium plat for Gulf Front. Every member of the Association shall have the nonexclusive right to use and enjoy Tarpon Club, subject to the following provisions:

(a) Developer shall have the sole right to control the maintenance of all lakes, ponds, canals or other waterways within and adjacent to Tarpon Club.

(b) Developer reserves the right at any time and from time to time to transfer Tarpon Club to the Association as provided in Paragraph 23, hereinbelow.

(c) Subject to such rules and regulations as may be promulgated by Developer during the time it retains ownership of Tarpon Club, Tarpon Club may be used for purposes designated by Developer including, without limitation, vehicular, pedestrian, bicycle and other permitted traffic; picnicking in designated areas; exercising of pets (provided that all pets shall be on a leash when outdoors); fishing; and such other activities as Developer deems appropriate. Upon conveyance of title to Tarpon Club to the Association, Developer may impose restrictions on the usage thereof. Subsequent to such conveyance, Association must adopt and continue in force the rules and regulations promulgated by Developer and, from time to time, may modify and amend the same provided they are not contrary to these Covenants and other restrictions on the usage thereof. Association shall also have the right to use portions of Tarpon Club for the presentation of performances, exhibitions and the like, of general interest to the members of the Association and others, and to charge admission thereto.

(d) No part of Tarpon Club shall be used for motorcycling (other than as a means of transportation to and from Tarpon Club), swimming (other than in approved pools), or running of animals; no fires shall be lighted except in designated picnic areas; no trees shall be felled nor landscaping injured; no interference shall be made or permitted to occur relative to drainage or utility easements or easements of way; no structures other than recreational and other common facilities constructed or approved by Developer shall be built on land or in the water; no discharge of any liquid or material, other than natural drainage, may be made into any lake or pond; and there shall be no alteration or obstruction of lakes, ponds, watercourses, or interference with water control structures and weirs unless specifically approved by Developer. Subject to rules and regulations promulgated from time to time by Developer, no vehicular accesses shall be used other than as designated and no vehicles shall be parked on any roads in Tarpon Club except in emergencies.

(e) Association shall have the right to borrow money for the purpose of improving and in order to secure such loan shall have the further right to mortgage that portion of said property being improved.

(f) Developer shall have the absolute right to construct or provide additional facilities for Tarpon Club.

(g) The second story of the clubhouse located at Tarpon Club shall be reserved for the occupancy and use by a caretaker who will be employed by the Association or the Developer.

(h) Developer reserves the right to use the clubhouse located at Tarpon Club for a sales office.

9. **ADDITIONAL RIGHTS RESERVED.** In addition to the rights reserved by Developer in other portions of this Declaration, Developer specifically reserves the right to prescribe and to record, from time to time hereafter, building and use restrictions for Tarpon Club, Gulf Front and the Undeveloped Parcel and to amend the same from time to time during Developer's ownership of such areas. Such restrictions may include the reservation of the right of architectural approval and control over any and all improvements to be constructed therein, the right to determine the nature, type and location of utility installation, the method and level of maintenance of the drainage system, maintenance of the ponds and private waterways, and, in general, the right to do and accomplish any and all things consistent with good development practices and reasonably calculated to implement development thereof in accordance with Developer's plan of development as the same may be changed and modified from time to time hereafter.

10. **RESERVATION OF UTILITY EASEMENTS.** Developer hereby reserves a perpetual, alienable and releasable easement, right and privilege, on, over and under the right of way of any of said roads, sidewalks and pathways in Tarpon Club, to erect, construct, maintain and use electric power and telephone poles, wires, cables, conduits, water mains, sewers, drainage lines, drainage ditches, underdrains, and other suitable equipment and appurtenances for these purposes, or for other equipment and appurtenances pertaining to the installation, maintenance, transmission and use of electricity, telephone, television signal transmission, gas, street lighting, water and any other utilities or conveniences to be placed on, in,

over and under the right of way or said roads and sidewalks. Said easement shall be for the purpose, where necessary, of serving all of the properties owned by Developer, as more particularly described herein.

11. RESERVATION OF EASEMENT FOR BOAT SLIP OWNERS. Developer hereby reserves a perpetual non-exclusive easement, right and privilege, on, over and across the roads, sidewalks and pathways in Tarpon Club, together with the right to use the parking spaces in Tarpon Club for the parking of automobiles, to all owners, their guests, lessees and invitees, of boat slips located in the Marina. The Marina is or will be located on real property described in Exhibit "F" attached hereto and by this reference made a part hereof. Furthermore, Developer hereby reserves a perpetual, exclusive easement right and privilege over and on that part of the property of Tarpon Club which is adjacent to the Marina for the purpose of the construction, operation, maintenance, replacement, use, and access to and from any and all docks and attendant facilities which may be constructed at the Marina. Said docks and its component parts and attendant facilities may be constructed on the Tarpon Club property adjacent to the Marina and said docks will only be used by the owners thereof. This easement is for the benefit of all owners of docks or other interest in the Marina, their guests, invitees, lessees, heirs, successors and assigns.

12. MEMBERSHIP PARTICIPATION AND VOTING IN ASSOCIATION. Every Owner of property subject to assessment, as defined in Paragraph 2, above, shall be a member of the Association and shall have a voice in the affairs thereof to the extent of:

- (i) as to the condominium units in Gulf Front, one vote for each such unit;
- (ii) as to the Undeveloped Parcel, in the event it becomes subject to this Declaration of Maintenance Covenants, one vote for each condominium unit, one and one-half votes for each townhouse unit, and two votes for each single family lot which Developer intends to develop therein;
- (iii) as to the social memberships, no vote.

13. DUTIES OF ASSOCIATION. Association has been organized for the purpose of operating, maintaining, managing and improving Tarpon Club and for the purpose of enforcement of these covenants and restrictions as such rights of enforcement may be assigned to it from time to time by Developer. In the furtherance of such objectives, Association shall have the power and the duty to levy the annual maintenance assessment hereinafter referred to and to enforce collection thereof in the manner hereinafter provided, together with such other powers and duties as are prescribed under its Articles of Incorporation and Bylaws, a copy of each of which is attached hereto as Exhibits "B" and "C", respectively, as the same may be amended from time to time.

14. ANNUAL MAINTENANCE ASSESSMENT. The annual maintenance assessment to be levied against each member of the Association shall be determined by dividing the entire amount of the proposed budget for the Association for the upcoming year by the total number of members from time to time, with each member having an equal share of the assessment. Notwithstanding the foregoing, the initial assessment to be levied shall be determined by dividing the entire amount of the proposed budget by 123. The Developer shall pay any shortfall in the budget resulting from such assessment program until the earlier of two years from the effective date hereof or the date Developer transfers the operation of Tarpon Club to the members thereof other than Developer. At such time the assessments shall be calculated based upon the number of members of the Club.

15. PURPOSES OF ASSESSMENT AND BUDGET. Prior to the date this document becomes effective, and in the month of January each year thereafter, Association shall establish a budget and thereupon levy an assessment against the individual properties subject to the annual maintenance assessment in the manner hereinabove set forth in Paragraph 14, which budget and assessment shall be in such amount as shall be deemed sufficient in the judgment of Association's Board of Directors to enable it to carry out its purposes, which may include the following:

- (a) To make payment of any and all ad valorem taxes assessed against Tarpon Club, and against any and all personal property which may hereafter be acquired by Association.

(b) To make payment of any other taxes assessed against or payable by Association.

(c) To pay all expenses required for the operation, management, repair, maintenance and improvement of roads and other areas in Tarpon Club, including without limitation, expenditures for lakes, canals, channel dredging, lighting, landscaping, horticultural improvements, irrigation, drainage, and aquatic plant control, pool, clubhouse and any other recreational facilities.

(d) To pay any and all utility charges incurred in connection with the operation of said common areas, including street lighting expense.

(e) To pay for casualty, liability and any other form of insurance determined by Association to be necessary or desirable and in such amounts as may be deemed appropriate.

(f) To provide a custodian, private police protection, night watchmen, guard and gate services, including cost of construction, repair and maintenance of entrance gates and gatehouses.

(g) To provide for engineering and accounting services, legal services, and such other professional and employee services as may be deemed appropriate by Association.

(h) To provide a reasonable contingency fund for the ensuing year and to provide a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

(i) To pay operating expenses of Association including compensation of officers and directors and/or reimbursement of actual expenses incurred by officers and directors thereof, if authorized by the Board of Directors.

(j) To repay any funds borrowed by Association for any of its lawful purposes, including interest thereon.

(k) To make such other expenditures deemed necessary or desirable by Association's Board of Directors for the purpose of accomplishing the intent, purposes and objectives set forth in this Declaration and such other expenditures as may be lawfully required by the City of Tarpon Springs under its development ordinances.

16. **COLLECTION OF ANNUAL MAINTENANCE ASSESSMENT.** Procedures for the collection of the annual maintenance assessment, including due dates, delinquency charge, and personal responsibility of each member of the Association, shall be as follows:

(a) Payment of Assessment and Delinquency Charge. The aforesaid annual maintenance assessment shall be paid by each member on or before March 1 of each year at the offices of the Association in Tarpon Springs, Florida, or at such other place as may be designated by Association. Such assessment shall become delinquent if not paid by March 1 of the calendar year in which assessed. However, the Board of Directors of Association may permit semi-annual or quarter-annual installment payments of such assessment, in which event the Board shall also establish firm due dates for the making of such payments and such assessment shall become delinquent and payable in full for the entire year if any such installment is not paid when due. Such assessment shall further bear interest from the date of delinquency until paid at a rate of ten percent (10%) per annum (unless subsequently changed by the Board of Directors of Association, but in no event to be more than the maximum legal rate for individuals in the State of Florida).

(b) Collection Agent. Association shall have the right, but not the obligation, to make arrangements for collection of said assessments through the Tax Collector of Pinellas County or to make similar arrangements with any condominium or neighborhood association to collect individual assessments from their respective members.

(c) Personal Obligation of Property Owner. The aforesaid assessment shall be the personal obligation of each member of the Association effective as of the date of such assessment. If such assessment is not paid within thirty (30) days after the delinquency date, then the Association may bring suit against the member

on his personal obligation and there shall be added to the amount of such assessment the aforementioned delinquency charge and all costs incurred by Association, including reasonable attorney's fees, in preparation for and in bringing such action.

(d) Proof of Payment of Assessment. Upon request of any member or mortgagee, Association shall furnish a certificate in writing and in recordable form signed by an officer of Association showing the amount of unpaid annual maintenance assessments, if any, against any individual parcel of Property, the year or years for which any such unpaid assessments were assessed and levied, and any interest or other charges owing thereon. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

17. LIEN OF ANNUAL MAINTENANCE ASSESSMENT. In order to provide an additional means for the enforcement of collection of said annual maintenance assessment, a lien is hereby created against property subject to assessment by the Declaration as follows:

(a) Creation of Lien. Developer, as the present owner of all lands subject to this Declaration, does hereby declare all of such lands, together with all improvements subsequently added thereto, to be subject to a lien for the aforesaid annual maintenance assessment. Each purchaser and future Owner of any individual parcel of property subject to such annual maintenance assessment, by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay said annual maintenance assessment. Each purchaser and future Owner of any individual parcel of property subject to such annual maintenance assessment, by the acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have covenanted and agreed to pay said annual maintenance assessment to Association. So, also, any future Owner of any individual parcel of property subject to such annual maintenance assessment acquiring title by devise, intestate succession, mortgage or lien foreclosure, judicial sale, or by any other means, shall be deemed to have covenanted and agreed to pay such annual maintenance assessment to Association. Said annual maintenance assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a charge on the land as of the time referred to in Paragraph (b), below and thereafter shall be a continuing lien upon the property and all improvements thereon against which such assessment is made until duly satisfied and released.

(b) Effective Date of Lien. In the event the aforesaid maintenance assessment is not paid within thirty (30) days after the delinquency date, Association shall have the right to file a Claim of Lien in the Public Records of Pinellas County, Florida. Said lien shall attach only upon the recording said Claim of Lien in the Public Records and shall thereafter be enforceable by Association by legal action as hereinafter provided.

(c) Priority of Lien. It is the intent of the Developer that the aforementioned lien for the annual maintenance assessment levied against each individual parcel of property shall be subordinate and inferior only to ad valorem taxes or special assessments levied by the County of Pinellas and the City of Tarpon Springs, and to the lien of certain mortgages as hereinafter set forth.

(d) Subordination of Lien to Mortgages. The aforesaid assessment lien shall be subordinate to the lien of any bona fide mortgage or mortgages hereafter placed upon any property subject to assessment prior to the recording of the aforementioned Claim of Lien (with the sole exception of a purchase money mortgage given by a Buyer to an Owner-Seller of a parcel of property); provided, however, that such subordination shall apply only to assessments that have become due and payable prior to a sale or transfer of such property pursuant to a degree of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any property from liability for any assessments thereafter becoming due or from the lien of any subsequent assessment.

(e) Enforcement of Lien. The aforesaid maintenance assessment lien may be enforced by Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event Association shall institute suit to foreclose such lien, it shall be entitled to recover from the Owner of such property the aforesaid delinquency charge and all costs, including reasonable attorney's fees, incurred in

preparation for and in bringing such proceedings, and such costs, interest and fees shall be secured by said lien.

18. USE OF TARPON CLUB. In order to provide an additional means for the enforcement of collection of said annual maintenance assessment, no member shall be permitted to use the Tarpon Club facilities if such member is more than thirty (30) days in default in the payment of any such assessment. Furthermore, in the event any holder of a social membership in Tarpon Club becomes more than thirty (30) days in default in the payment of any such annual assessment, the social membership may be permanently revoked by the Association and such membership may be resold to another party.

19. CREATION OF RESERVES. The Association may, in its discretion, hold the collected funds either invested or uninvested and may set aside in reserve such portion of the annual maintenance assessment as it may determine to be appropriate or desirable for expenditure in the years following the year for which the annual maintenance assessment was assessed.

20. NOTICES TO OWNERS. Any notice required to be sent to any Owner under the provisions of these Covenants shall be deemed to have been properly sent when 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 such mailing.

21. CONSTRUCTION APPROVAL. During the course of development of any property subject to the Declaration, Developer may, from time to time, delegate the responsibility for construction, architectural and other approvals of residential improvements to be made therein to the respective neighborhood or condominium associations of the various properties, including the right to approve any additions, changes or alterations therein, which right of approval shall be set forth in the property restrictions applicable to each such property. In the event, however, that any such neighborhood or condominium association shall fail or refuse to properly exercise such right and responsibility, as may be determined by the Association, in its sole discretion, then and in such event the Board of Directors of the Association shall have such right of approval, disapproval and enforcement as to all matters or questions which such neighborhood or condominium association fails to properly exercise or declines to undertake. In undertaking such duty, Association shall have the same rights and remedies for enforcement of such restrictions as are provided to the neighborhood or condominium association under the restriction being enforced. In the further event that, as to a particular portion of such properties, there is no neighborhood or condominium association in existence to whom such right and responsibility of approvals may be assigned by Developer, then Developer may assign such right and responsibility to Association.

22. AMENDMENT. Developer reserves the right to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein set forth. Developer further reserves the right to modify or amend these covenants and restrictions for the purpose of curing any ambiguity in or correcting any inconsistency between the provision contain herein.

23. SUPPLEMENTS. Developer further reserves the right to adopt supplemental covenants and restrictions with respect to Tarpon Club or any portion thereof, so long as such supplemental covenants and restrictions do not conflict with the terms and provisions herein set forth.

24. TRANSFER OF TITLE TO ASSOCIATION. Developer may transfer Tarpon Club to the Association by deed recorded in the Public Records of Pinellas County, which transfer of title may be subject to such easements, reservations, restrictions and limitations upon usage of said property as Developer deems appropriate, and to taxes for the year in which conveyance is made. Association shall be obligated to accept title to each such parcel of property as delivered by Developer and, thereafter, to maintain said property for the use and benefit of the members of Tarpon Club, to use and permit the use of the same as prescribed by Developer, and to pay all taxes which may thereafter become due and owing thereon.

25. ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION. Developer reserves the right to assign and delegate to Association any and all of its rights, title, interest, duties and obligations created by any instrument or required by the City of Tarpon Springs for Tarpon Club, and the Association agrees to accept such assigned or delegated rights, title, interest, duties and obligations.

26. COVENANTS TO RUN WITH THE TITLE OF THE LAND. These covenants, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the property subject to this Declaration and shall remain in full force and effect until terminated in accordance with provisions of Paragraph 26 hereof or otherwise according to the Laws of the State of Florida.

27. TERM. These covenants shall be binding upon all members of the Association and shall continue in full force and effect for a period of fifty (50) years after the date hereof, after which time they shall be deemed to be automatically extended for successive periods of ten (10) years each unless a written instrument signed by the voting members of the Association holding two-thirds (2/3) of the total votes of the Association agreeing to terminate said covenants in whole or in part has been recorded in the Public Records of Pinellas County, Florida.

28. INVALIDATION. The invalidation of any provision or provisions or provisions of these covenants and restrictions by lawful court order shall not affect or modify any of the other provisions of these covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its Corporate Seal to be hereunto affixed, this 10 day of March, 1988.

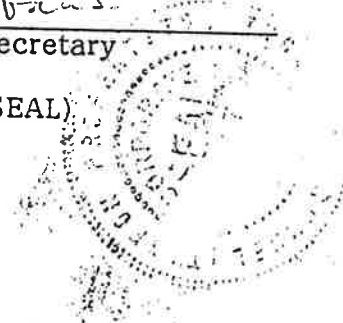
RUMMEL/TARPON PROPERTIES, INC., a Florida corporation

By: David Evans
Its Vice President

ATTEST:

By: David Evans
As Its Secretary

(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF Pinellas)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared David Evans and David Evans, who are the Vice President and Secretary, respectively, of RUMMEL/TARPON PROPERTIES, INC., a Florida corporation, and acknowledged before me that they executed the foregoing Declaration of Maintenance Covenants and Restrictions for Tarpon Club in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate seal of said corporation thereto; that as such corporate officers they are duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

10 WITNESS my hand and official seal in the County and State aforesaid, this day of March, 1988.

Susan C. Wilson
Notary Public

My Commission Expires:

(SEAL)

SUSAN C. WILSON, NOTARY PUBLIC
THE STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 20, 1989

TARPON CLUB ASSOCIATION, INC., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Declaration Of Maintenance Covenants And Restrictions for Tarpon Club and said Association agrees to exert its best efforts to accomplish the objectives and purposes of these Covenants. The Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws and under the foregoing Declaration of Maintenance Covenants and to levy an assessment against the members of Tarpon Club, pursuant to the formula set forth in these Covenants, which will be sufficient to accomplish the purposes and objectives of the Association.

The Association further agrees to accept title to Tarpon Club, as determined by and transferred to it from time to time by Developer, subject to such easements, reservations, restrictions and limitations upon usage as Developer deems appropriate, and thereafter maintain Tarpon Club for the benefit of the members thereof, to use the same as prescribed or limited, and to pay all taxes which may subsequently become due and owing thereon.

The Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by Developer or as required by the City of Tarpon Springs.

TARPON CLUB ASSOCIATION, INC.

By: David Evans
Its President

By: David Evans
As Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared David Evans and David Evans, who are the President and Secretary, respectively, of TARPON CLUB ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the forgoing document in the name of and on behalf of said corporation as such officers for the purposes therein set forth.

Witness my hand and official seal in the County and State aforesaid, this 10 day of March, 1988.

Donna Sydlovski
Notary Public

My Commission Expires:

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JULY 29, 1989
BONDED THRU GENERAL INS. UNO.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of TARPON CLUB ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 1, 1988, as shown by the records of this office.

The document number of this corporation is N25115.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of March, 1988.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
TARPON CLUB ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
MAR 1 1968
TARPON CLUB ASSOCIATION, INC.

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, do hereby associate ourselves together into a corporation for the purposes and with the powers hereinafter set forth, and to accomplish that end we do hereby adopt and set forth these Articles of Incorporation, viz:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be:

TARPON CLUB ASSOCIATION, INC.

hereinafter in these Articles referred to as the "Association".

ARTICLE II

PURPOSES

The general nature, objects and purposes of the Association are:

A. To accept and hold title to, and thereafter to manage and administer the use of, that certain property commonly known as "Tarpon Club", which is the recreational facility complex for those certain residential developments located in Tarpon Springs, Florida, and more particularly described in that certain document entitled "Declaration of Maintenance Covenants and Restrictions for Tarpon Club" which is to be recorded in the Public Records of Pinellas County, Florida.

B. To manage, operate, maintain and control the usage of all land and water areas and improvements intended for the common usage of all members of "Tarpon Club" including, without limitation, any and all private roads, sidewalks, pedestrian, bicycle and other pathways, lakes, ponds, waterways, pool, clubhouse, tennis court and other areas which may be set aside by the developer of "Tarpon Club" and transferred from time to time to the Association for the common use and benefit of all members of "Tarpon Club", which areas are herein collectively referred to as "Common Areas".

C. To take such action as may be deemed appropriate to promote the health, safety and social welfare of all members of "Tarpon Club".

D. To provide, purchase, acquire, replace, improve, maintain and/or repair all improvements including, without limitation, buildings, structures, streets, sidewalks,

street lighting, landscaping, equipment, furniture and furnishings, both real and personal, related to the promotion of the health, safety and social welfare of the members of the Association as the Board of Directors in its discretion may determine necessary or appropriate.

E. To furnish or otherwise provide for private security, fire protection and such other services as the Board of Directors in its discretion determines necessary or appropriate, and to provide the capital improvements and equipment related thereto.

F. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III

GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all members of the Association which is subject to assessment pursuant to the aforementioned Declaration of Maintenance Covenants for the purpose of defraying expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvement, and capital replacements.

C. To enter into agreements with condominium associations and other property owners associations for the collection of such assessments.

D. To place liens against any property subject to the aforementioned Declaration of Maintenance Covenants for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessment for the purpose of obtaining revenue for the operation of the

Legal Description

Gulf Front Lagoon South Parcel

That portion of Tract 8, 53 and 54 of Tampa and Tarpon Springs Land Company, subdivision of Section 15, Township 27 South, Range 15 East as recorded in Plat Book 1, page 116 of the Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, more particularly described as follows: From a point on the Southline of Tract 7, 33.00 feet West of the East boundary of said Section 15, thence North 89°54'32" West along the Southerly line of Tract 7, 207.00 feet, thence South 00°34'33" East, 120.00 feet to the Point of Beginning and extending thence South 00°34'33" East, 211.88 feet, thence South 00°33'03" East, 336.86 feet, thence South 89°58'38" East, 207.00 feet to a point 33.00 feet West of the East boundary of said Section 15, thence South 00°33'03" East, 71.00 feet, thence North 89°58'38" West, 570.33 feet to a point on the apparent mean high-water line of St. Joseph Sound thence along same North 07°03'47" East, 33.69 feet, thence North 29°28'07" West, 369.22 feet, thence North 48°32'27" West, 91.01 feet, thence North 22°52'22" West, 56.16 feet, thence North 11°47'14" West, 40.93 feet, thence North 06°34'23" East, 195.12 feet, to a point on the apparent mean high-water line of a man-made pond, thence along same North 76°35'36" East, 106.23 feet, thence South 87°56'39" East, 23.01 feet, thence South 51°52'10" East, 29.50 feet, thence South 76°21'08" East, 27.45 feet, thence North 77°04'46" East, 20.81 feet, thence North 64°31'26" East, 82.60 feet, thence leaving said pond South 89°54'32" East, 43.42 feet, thence South 51°29'19" East, 54.00 feet, thence South 65°04'04" East, 207.57 feet, thence North 89°25'27" East, 65.88 feet to the Point of Beginning.

Containing 8.7 acres more or less.

January 14, 1988
File #6801

Association's business.

E. To hold funds solely and exclusively for the benefit of the members of the Association for purposes set forth in these Articles of Incorporation.

F. To adopt, promulgate and enforce rules, regulations, Bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

G. To delegate power or powers of the Association where such is deemed to be in its best interest by its Board of Directors.

H. To charge recipients for services rendered by the Association and to charge the user for use of Association property where such is deemed appropriate by its Board of Directors.

I. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

J. To borrow money for the acquisition of property or for any other lawful purpose of the Association, and to make, accept, endorse, execute and issues debentures, promissory notes or other obligations of the Association for borrowed monies, and to secure the payment of such obligation by mortgage, pledge, security agreement, or other instrument of trust, or by lien upon, assignment of or agreement in regard to, all or any part of the real or personal property, or property rights or privileges of the Association wherever situated.

K. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted, the terms and provisions of the aforesaid Declaration of maintenance Covenants, and, wherever applicable or appropriate, the ordinances of the City of Tarpon Springs.

L. In general, to have all powers which are or may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV

MEMBERS

The members of this Association shall consist of all of the owners of property or units located in Gulf Front Lagoon, which property is more particularly described and defined in the aforementioned Declaration of Maintenance Covenants to be recorded in the Public Records of Pinellas County, Florida, and, all owners of property located in the Undeveloped Parcel as defined in said Declaration of Maintenance Covenants, in the event it is made subject to said Declaration of

Maintenance Covenants. Additionally, a maximum of fifty (50) social members who do not reside in Gulf Front Lagoon or the Undeveloped Parcel may become members of the Association.

Membership in the Association shall automatically terminate upon conveyance or other divestment of title to such member's unit, lot or parcel, except that nothing herein contained shall be construed as terminating the membership of any member who may own two or more units, lots or parcels so long as one unit, lot or parcel is owned by such member. Membership of the social members shall continue until they either resign or unless their membership is terminated by the Association for the failure to pay assessments as more particularly described in the aforementioned Declaration of Maintenance Covenants.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the unit, lot or parcel which is the basis of his membership in the Association. The interest of a social member may not be assigned, hypothecated or transferred in any manner.

ARTICLE V

VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member of the Association, including Developer, shall have a voice in the affairs thereof to the extent of:

(i) as to the condominium units in Gulf Front Lagoon, one vote for each such unit;

(ii) as to the Undeveloped Parcel, in the event it becomes subject to this Declaration of Maintenance Covenants, one vote for each condominium unit, one and one-half votes for each townhouse unit, and two votes for each single family lot which Developer intends to develop therein;

(iii) as to the social memberships, no vote.

B. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns any property in Gulf Front Lagoon or in the Undeveloped Parcel, provided however, that such right shall terminate no later than seven (7) years from the date of the closing of the sale of the first unit in Tarpon Lagoon from Developer to a third party.

C. In the event that the Undeveloped Parcel is made subject to the aforementioned Declaration of Maintenance Covenants, no assessments will be due

and owing for said property or for any residential unit, lot or parcel therein, until any individual unit, lot or parcel receives a Certificate of Occupancy and a closing of the sale thereof from Developer to a third party is consummated. At such time, the individual unit, lot or parcel shall commence being subject to assessment, and every other individual unit, lot or parcel shall become subject to assessment, from time to time, as they receive Certificates of Occupancy and are sold to third parties.

D. The Secretary of the Association shall maintain a list of the members of the Association and the number of votes to which each member is entitled as determined in the manner set forth in subparagraph A above. 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 name, address and legal description of such unit, lot or parcel; provided, however, that any notice given to or vote accepted from the prior owner of such unit or parcel 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 Pinellas County or make other inquiry to determine the status and correctness of the list of members of the Association maintained by him and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

E. The vote attributable to any unit, lot or parcel owned by multiple owners shall not be divided among such owners but shall be cast only by one of such owners or an agent or proxy of such owners designated by a written instrument signed by and legally binding upon all such multiple owners. Multiple owners shall be deemed to include two or more individuals, partnerships, corporations, trusts or other legal entities or any combination thereof.

F. The owners of any property subject to the terms and provisions of the aforesaid Declaration of Maintenance Covenants, but not subject to the annual maintenance assessments set forth therein, shall be non-voting members of the Association.

ARTICLE VI

BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of a maximum of five (5) Directors. The Directors may, but need not be, members of the Association and need not be residents of the State of Florida.

B. Elections shall be by plurality vote.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1988 and until their successors are elected or appointed and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
H. E. Rummel	535 49th Street North St. Petersburg, Florida 33710
Katy Nichols Rummel	535 49th Street North St. Petersburg, Florida 33710
David Evans	535 49th Street North St. Petersburg, Florida 33710

ARTICLE VII

OFFICERS

A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, and a Treasurer, and such other officers as the Board shall deem appropriate from time to time. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Secretary (or Assistant Secretary) shall not be held by the same person. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the Bylaws.

B. The Board of Directors, or the President with the approval of the Board of Directors, may employ personnel to conduct the affairs of the Association and any such person or legal entity may be so employed without regard to whether such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

C. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors to be held in the year 1988 and until their successors are duly elected and qualified, are as follows:

President	-	H. E. Rummel
Vice-President	-	David Evans
Secretary	-	David Evans
Treasurer	-	Katie Nichols Rummel

ARTICLE VIII

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE IX

BYLAWS

The first Board of Directors of the Association shall adopt Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by the Directors in the manner provided by such Bylaws.

ARTICLE X

AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Rummel/Tarpon Properties, Inc., a Florida corporation, or its successors or assigns as Developer of Tarpon Club (as the same is defined in the Declaration of Maintenance Covenants for Tarpon Club) shall be effective without the prior written consent of said Rummel/Tarpon Properties, Inc., or its successor or assign, as Developer.

ARTICLE XI

REGISTERED OFFICE

The registered office of the corporation shall be at 100 - 2nd Avenue South, Suite 1202, St. Petersburg, Florida 33701, and the name of the initial Registered Agent of this association is Ernest L. Mascara, but the corporation may maintain offices and transact business in such other place within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE XII

BUDGET AND EXPENDITURES

The Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against the members of Tarpon Club, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors, may thereafter at any time approve or ratify variations from such budget in respect of expenditures.

ARTICLE XIII

SUBSCRIBERS

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

K. Paul McGuire III, 100 Second Ave. S., Suite 1202, St. Petersburg, Florida

Ernest L. Mascara, 100 Second Ave. S., Suite 1202, St. Petersburg, Florida

Roy G. Harrell, 100 Second Ave. S., Suite 1202, St. Petersburg, Florida

ARTICLE XIV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding:

(1) Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(2) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of

the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law. Association shall have the right to provide such indemnification by insurance.

ARTICLE XV

TRANSACTION 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 his or their votes are counted for such purpose. 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 of Directors or of a committee which authorized the contract or transaction.

ARTICLE XVI

DISSOLUTION OF THE ASSOCIATION

A. Upon expiration of the term of the aforementioned Declaration of Maintenance Covenants and Restrictions for Tarpon Club, the Association may be dissolved upon a resolution to that effect being approved by two-thirds (2/3) of the members of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in Section 617.05, Florida Statutes, or any statute of similar import then in effect.

B. Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Real property contributed to the Association without the receipt of other than nominal consideration by the Developer shall be returned to the Developer unless it refuses to accept the conveyance (in whole or in part).

(2) Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

(3) Remaining assets shall be distributed among the voting members.

IN WITNESS WHEREOF, the aforesaid subscribers have hereunto set their hands and seals this 29th day of February, 1988.

K Paul McQuinn III

[Signature]

[Signature]

STATE OF FLORIDA

COUNTY OF Pinellas :

I HEREBY CERTIFY that on this 29th day of February, 198, before me, the undersigned authority, personally appeared K. Paul McGuire III, Ernest L. Mascara, and Roy G. Harrell, Jr., to me known to be the persons who executed the foregoing Articles of Incorporation, and acknowledged the execution of such instruments for the uses and purposes therein expressed.

WITNESS my hand and official seal at St Petersburg, said County and State, the date aforesaid.

Robin Sue McDaniel
Notary Public, State of
Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 13, 1987
Bonded Thru Troy Faia - Insurance Inc.

ACCEPTANCE

I hereby accept to act as initial Registered Agent for Tarpon Club Association, Inc., as stated in these Articles of Incorporation.


ERNEST L. MASZARA



February 23, 2018

Re: **Tarpon Club, Inc.**

Enclosed please find the Notice of Preservation of Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club, Inc.

Please keep this letter and be sure it is provided to any subsequent owner.

Please take the time now to review all your Associations' Governing Documents. Compliance by all owners is what protects your property values and makes your community a desirable place to live. If you should have any questions about the Amendment, or any other Association matter, please feel free to contact me.

For the Board,

PROGRESSIVE MANAGEMENT, INC.

Emily Clark, LCAM
Community Association Manager

PREPARED BY AND RETURN TO:
CIANFRONE, NIKOLOFF, GRANT & GREENBERG, P.A.
1964 BAYSHORE BLVD., SUITE A
DUNEDIN, FLORIDA 34698

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2018035030 02/02/2018 02:43 PM
OFF REC BK: 19930 PG: 50-60
DocType:RST RECORDING: \$95.00

**NOTICE OF PRESERVATION OF
DECLARATION OF MAINTENANCE COVENANTS
AND RESTRICTIONS AND EASEMENTS FOR TARPON CLUB**

Pursuant to Florida Statutes §712.05, Tarpon Club Association, Inc., whose post office address is c/o Progressive Management, 4151 Woodlands Parkway, Palm Harbor, FL 34685, files this notice, that the Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club recorded at O.R. Book 6697, Page 1974 et seq. of the Public Records of Pinellas County, Florida, as same has been amended pursuant to recorded amendments at O.R. Book 6702, Page 1390 et seq., O.R. Book 7182, Page 2311 et seq., and O.R. Book 19013, Page 66 et seq., all of the Public Records of Pinellas County, Florida, have been preserved for thirty (30) years from the filing date of this Notice.

The Articles of Incorporation of Tarpon Club Association, Inc. are recorded as an Exhibit to the Declaration at O.R. Book 6697, Page 1983 et seq., as same has been amended pursuant to a recorded amendment at O.R. Book 7182, Page 2311 et seq.; and the By-Laws of Tarpon Club Association, Inc. are recorded as an Exhibit to the Declaration at O.R. Book 6697, Page 1996 et seq.; all of the public records of Pinellas County, Florida and incorporated herein by this reference.

Approval of the preservation of the Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club was approved on January 9, 2018 by a vote of at least 2/3 of the members of the Board of Directors of Tarpon Club Association, Inc., conducted at a meeting after notice to the members of the Association pursuant to Florida Statutes §712.05.

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

The Land affected by this Notice is as described in the Plat recorded in Plat Book 98, Pages 108 through 114, and the land legally described and depicted on the attached Exhibit "B", all of the Pinellas County Public Records.

FOR PURPOSES OF INDEXING IN THE PUBLIC RECORDS, EACH PARCEL OWNER LISTED AS A RECORD OWNER OF A LOT WITHIN THE PROPERTIES REFERRED TO ABOVE SHALL BE INDEXED AS THE GRANTOR AND THE ASSOCIATION SHALL BE INDEXED AS THE GRANTEE IN ACCORDANCE WITH FLORIDA STATUTE AND THE TAX ASSESSOR'S ROLL A LIST OF WHICH IS BEING ATTACHED AS EXHIBIT "C".

WITNESSES:

Emily Clark
Witness Signature
Emily Clark
Printed Name

M. Yunt
Witness Signature
Megan Langley
Printed Name

TARPON CLUB ASSOCIATION, INC.

By: Raymond Mahoney
as President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of January,
20 18 by Raymond Maloney as President of TARPON CLUB ASSOCIATION
INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to
me or has produced Personally known as identification and did take an oath.

My Commission expires:

Patti Battista
Notary Public



PATTI BATTISTA
MY COMMISSION # FF 222981
EXPIRES: August 21, 2019
Bonded Thru Budget Notary Services

**AFFIDAVIT OF DELIVERY TO MEMBERS
(MEMBERS OWNING LOT(S) WITHIN TARPON CLUB)**

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me the undersigned authority, personally appeared James Dunne
being first sworn, deposes and says:

1. Affiant is the current Secretary of Tarpon Club Association, Inc., and has personal knowledge of the facts and circumstances set forth in this affidavit.

2. The Board of Directors for Tarpon Club Association, Inc., caused a proper Notice of Meeting of the Board of Directors taking place on January 9, 2018 at 7:00 p.m. at the the Clubhouse, 500 S. Florida Ave., Tarpon Springs, FL 34689, together with the Statement of Marketable Title Action, substantially conforming to that set forth in Florida Statute §712.06, to be delivered to all of the members of Tarpon Club Association, Inc. owning a lot or lots within Tarpon Club, by hand delivery/ mail on or before January 2, 2018.

FURTHER AFFIANT SAYETH NAUGHT

TARPON CLUB ASSOCIATION, INC.

By: James E. Dunne

As Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 10th day of January, 2018, by James Dunne, as Secretary of TARPON CLUB ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced Drivers License, as identification and did take an oath.

My Commission expires:

Patti Battista

Notary Public



PATTI BATTISTA
MY COMMISSION # FF 222931
EXPIRES: August 21, 2019
Bonded Thru Budget Notary Services

EXHIBIT "A"

OR6702PG1397

Legal Description

Pond Area

That portion of Tract 7 & Tract 8, Tampa & Tarpon Springs Land Company, subdivision of Section 15, Township 27 South, Range 15 East, as recorded in Plat Book 1, Page 116 of the Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, more particularly described as follows: From a point on the Southline of Tract 7, 33.00 feet West of the East boundary of said Section 15, thence North 00°34'33" West, 331.77 feet, thence North 89°47'11" West, 115.75 feet, thence North 89°40'20" West, 220.00 feet, thence South 26°06'55" West, 370.46 feet, thence North 89°54'32" West, 43.42 feet to a point on the apparent mean high-water line of a man-made pond and the Point of Beginning and extending thence, along same the following courses and distances South 64°31'25" West, 82.60 feet, thence South 77°04'46" West, 20.81 feet, thence North 76°21'08" West, 27.45 feet, thence North 51°52'10" West, 29.50 feet, thence North 87°56'39" West, 23.01 feet, thence South 76°35'36" West, 106.23 feet to a point on the apparent mean high-water line of St. Joseph Sound, thence along same North 09°18'51" West, 65.57 feet to a point on the apparent mean high-water line of a man-made pond thence along same South 49°28'35" East, 27.09 feet, thence North 88°11'59" East, 34.37 feet, thence North 78°27'13" East, 75.74 feet, thence North 13°00'13" East, 18.02 feet, thence North 28°31'38" East, 13.37 feet, thence North 72°05'57" East, 25.20 feet, thence North 77°45'10" East, 138.89 feet, thence North 01°42'50" East, 23.04 feet, thence South 85°58'38" West, 96.32 feet, thence North 87°47'47" West, 43.90 feet, thence North 40°49'28" West, 26.65 feet, thence South 68°41'59" West, 68.49 feet, thence South 79°38'51" West, 13.22 feet, thence South 68°34'37" West, 78.88 feet, thence South 27°38'46" West, 12.73 feet, thence South 08°48'56" East, 30.93 feet to a point on the apparent mean high-water line of St. Joseph Sound, thence along same North 41°00'49" West, 178.72 feet to a point on the apparent mean high-water line of a man-made pond thence along same South 76°16'06" East, 51.46 feet, thence South 79°36'16" East, 27.94 feet, thence South 75°03'27" East, 16.15 feet, thence South 58°35'20" East, 15.32 feet, thence North 88°14'25" East, 32.42 feet, thence North 66°13'15" East, 33.24 feet, thence North 72°55'10" East, 42.03 feet, thence North 62°34'05" East, 4.90 feet, thence North 69°30'37" East, 43.37 feet, thence North 02°47'39" East, 51.72 feet, thence North 04°16'42" East, 59.29 feet, thence North 57°26'36" East, 26.93 feet, thence North 80°46'17" East, 44.73 feet, thence South 85°49'42" East, 27.43 feet, thence South 75°17'45" East, 72.95 feet, thence North 79°40'11" East, 81.73 feet, thence South 69°20'17" East, 44.09 feet, thence South 43°19'58" East, 25.08 feet, thence South 05°44'40" East, 29.11 feet, thence South 24°58'57" West, 54.36 feet, thence South 33°57'49" West, 43.48 feet, thence South 53°55'43" West, 60.52 feet, thence South 01°36'17" West, 92.80 feet, thence South 51°44'11" West, 41.29 feet, thence South 64°31'26" West, 25.93 feet to the Point of Beginning.

Containing 2.1 acres more or less.

ABS/dlm
January 15, 1988
File #6801

Exhibit "B"

OR6702PG1393

Legal Description

Gulf Front Lagoon South Parcel

That portion of Tract 8, 53 and 54 of Tampa and Tarpon Springs Land Company, subdivision of Section 15, Township 27 South, Range 15 East as recorded in Plat Book 1, page 116 of the Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, more particularly described as follows: From a point on the Southline of Tract 7, 33.00 feet West of the East boundary of said Section 15, thence North 83°54'32" West along the Southerly line of Tract 7, 207.00 feet, thence South 00°34'33" East, 120.00 feet to the Point of Beginning and extending thence South 00°34'33" East, 211.83 feet, thence South 00°33'03" East, 336.86 feet, thence South 89°58'38" East, 207.00 feet to a point 33.00 feet West of the East boundary of said Section 15, thence South 00°33'03" East, 71.00 feet, thence North 89°58'38" West, 570.33 feet to a point on the Apparent mean high-water line of St. Joseph Sound thence along same North 07°03'47" East, 33.69 feet, thence North 23°23'07" West, 369.22 feet, thence North 43°32'27" West, 91.01 feet, thence North 22°52'22" West, 55.18 feet, thence North 11°47'14" West, 40.93 feet, thence North 06°34'23" East, 195.12 feet, to a point on the Apparent mean high-water line of a man-made pond, thence along same North 75°35'36" East, 106.23 feet, thence South 87°55'39" East, 23.01 feet, thence South 51°52'10" East, 29.50 feet, thence South 75°21'08" East, 27.45 feet, thence North 77°04'45" East, 20.81 feet, thence North 64°31'25" East, 82.60 feet, thence leaving said pond South 89°54'32" East, 43.42 feet, thence South 51°23'18" East, 54.00 feet, thence South 85°04'04" East, 207.57 feet, thence North 89°25'27" East, 55.83 feet to the Point of Beginning.

Containing 8.7 acres more or less.

January 14, 1988
File #3801

EXHIBIT "A"

RCD AREA

That portion of Tract 7 & Tract 8, Tampa & Tarpon Springs Land Company, subdivision of Section 15, Township 27 South, Range 15 East, as recorded in Plat Book 1, Page 116 of the Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, are particularly described as follows: From a point on the South line of Tract 7, 31.00 feet East of the East boundary of said Section 15; thence North 00°34'33" East, 321.77 feet; thence North 39°47'11" East, 115.75 feet; thence North 89°40'20" East, 220.00 feet; thence South 26°06'55" East, 370.46 feet; thence North 89°54'32" East, 43.42 feet to a point on the apparent mean high-water line of a man-made pond and St. Joseph Sound and the Point of Beginning and extending thence along the same, the following courses and distances: South 34°51'25" East, 92.80 feet; thence South 77°04'42" East, 20.31 feet; thence North 79°21'03" East, 27.46 feet; thence North 51°42'10" East, 22.50 feet; thence North 39°58'23" East, 23.01 feet; thence South 79°25'28" East, 106.23 feet; thence North 09°18'51" East, 35.37 feet; thence South 49°28'35" East, 27.09 feet; thence North 89°11'59" East, 34.37 feet; thence North 78°27'12" East, 75.74 feet; thence North 13°00'13" East, 18.02 feet; thence North 28°21'23" East, 12.37 feet; thence North 72°05'57" East, 25.20 feet; thence North 77°45'10" East, 138.38 feet; thence North 91°42'50" East, 29.04 feet; thence South 85°58'08" East, 36.32 feet; thence North 17°47'47" East, 43.80 feet; thence North 40°49'28" East, 28.35 feet; thence North 58°41'53" East, 68.49 feet; thence South 79°28'51" East, 12.22 feet; thence South 08°48'58" East, 78.88 feet; thence South 27°28'46" East, 12.73 feet; thence South 73°16'06" East, 20.33 feet; thence North 41°00'49" East, 178.72 feet; thence South 75°03'27" East, 15.15 feet; thence South 58°25'20" East, 27.54 feet; thence South 89°14'25" East, 22.42 feet; thence North 56°13'15" East, 15.32 feet; thence North 72°55'10" East, 42.03 feet; thence North 32°34'05" East, 33.24 feet; thence North 59°20'27" East, 43.37 feet; thence North 32°47'33" East, 6.30 feet; thence North 04°16'42" East, 59.23 feet; thence North 57°28'26" East, 51.72 feet; thence North 90°48'17" East, 44.73 feet; thence South 39°49'42" East, 25.33 feet; thence North 75°17'45" East, 72.35 feet; thence North 79°40'11" East, 27.13 feet; thence South 69°20'17" East, 44.39 feet; thence South 45°19'58" East, 81.73 feet; thence South 05°14'40" East, 29.11 feet; thence South 24°58'57" East, 25.36 feet; thence South 33°5'40" East, 43.48 feet; thence South 53°55'43" East, 56.38 feet; thence South 01°29'17" East, 32.89 feet; thence South 51°44'11" East, 50.32 feet; thence South 84°31'26" East, 25.33 feet to the Point of Beginning.

**Tarpon Club Association, Inc.
Legal Description of Properties Subject to Declaration**

MOUSTAKAS DENO and SUZANNE

Unit 111, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto, and Boat Slip 7

ANDERSON, VICTORIA

Unit 112, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto, and Boat Slip 10

RICHARDS, KENNETH W. SR. and VICTORIA

Unit 113, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

DEGAN, MARK and MARIE

Unit 114, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

ALEXANDER, GERARD and GREGORY

Unit 115, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

McDonough, CHESTER HENRY and JOAN L.

Unit 121, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

FOX, RALPH S. JR and MARIANGELA G. as Trustees of the FOX FAMILY REVOCABLE TRUST

Unit 122, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

STRONG, PAUL J. and ALISON C.

Unit 123, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

URBAN, WILLIAM L.

Unit 124, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto and Boat Slip 8

SIDY, LUBY and JOAN as Trustees of the LUBY C. AND JOAN R. SIDOFF TRUST

Unit 125, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto and Boat Slip 1

MAHONEY, RAYMOND W. JR. and PAULA R.

Unit 131, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto and Boat Slip 6

STILES, STEPHANIE J.

Unit 132, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

MACFACIEN, DOUGLASS

Unit 133, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

HALLOWED, JOHN R.

Unit 134, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

SIDOFF, MICHAEL

Unit 135, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

TENORIO, L.T. as Trustee of the NEW TAMPA LAGOON TRUST

Unit 141, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto and Boat Slip 4

CASTALDO, JEROME A.

Unit 142, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

THE DONALD STANLEY PEARSON, JR. & RYOCHONG OK CHOI PEARSON REVOCABLE LIVING TRUST

Unit 143, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

MALE'A, ANN as Trustee of the MALIFA REVOCABLE FAMILY TRUST

Unit 144, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

BUSH, IRENE

Unit 145, Building 1, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

FERRIS, FREDERICK R. and ROSE, SUSAN ELAINE

Unit 211, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

HOOD, THOMAS M. and SHERIDAN, ANNE M.

Unit 212, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto and Boat Slip 5

WARMAN, JOHN E. and KRUISE, KAREN M.

Unit 213, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto and Boat Slip 9

AHMAD, IJAZ

Unit 214, Unit 215 and Unit 222, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

COUSINS, PAMELA J.

Unit 221, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

ANNAS, THOMAS J. and SUSAN E., as Trustees of the ANNAS LIVING TRUST

Unit 223, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto and Boat Slip 2

DUNNE, ROBERT R. and LINDA D.

Unit 224, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

DELUCA, VINCENT W. and CYNTHIA

Unit 225, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

KESSLER, STEVEN A. and PATRICIA C.

Unit 231, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

DUNNE, GABRIELE M. and JAMES E.

Unit 232, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

PETRAS, JOHN F. and ELEANOR D.

Unit 233, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

KOLOVOS, DEMETRIOS and LUCY as Trustees of the DEMETRIOS KOLOVOS AND LUCY KOLOVOS REVOCABLE LIVING TRUST

Unit 234, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

SHIFFRIN, RICHARD

Unit 235, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

MILANOSKI, ANTHONY and DOROTHY

Unit 241, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

KERVANN, DIDIER

Unit 242, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

KUBIK, KARINA E.

Unit 243, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

WALKER, LINDA M. and KEVIN J.

Unit 244, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

MOILES, STEPHEN E. and HAZEL M.

Unit 245, Building 2, Gulf Front Lagoon, a Condominium according to the plat thereof as recorded in Condominium Plat Book 98, Pages 108 through 114, being more fully described in that certain Declaration of Condominium recorded in O.R. Book 6697, Page 1902 through 2006, inclusive, as amended, of the public records of Pinellas County, Florida, together with an undivided interest or share in the common elements appurtenant thereto

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF MAINTENANCE COVENANTS
AND
RESTRICTIONS AND EASEMENTS
FOR
TARPON CLUB

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

1. The Declaration is hereby amended by adding a new Paragraph 29 to read as follows:

29. There shall be no material alterations or substantial additions to the Property encumbered by this Declaration ("Property") except by the approval of not less than two-thirds (2/3) of the Board of Directors plus two-thirds (2/3) of those Voting Representatives present and voting at a duly called meeting of the members at which a quorum is obtained. The Board of Directors, by a majority vote of those directors present at a properly noticed meeting of the Board of Directors, may approve "minor" alterations, or additions and subtractions to the Property without a vote of the Voting Representatives of the Association. For purposes of this provision, "minor" alterations, additions or subtractions which may hereby be approved by a vote of the Board of Directors alone, shall be those costing \$2,000 or less in the aggregate in any calendar year. Any addition, alteration or subtraction costing more than \$2,000 in the aggregate in any calendar year shall be considered for these purposes a "material" addition, alteration or subtraction for which the aforementioned approval of the Voting Representatives shall be required.

2. The Declaration is hereby amended by adding a new Paragraph 30, Amendment, to read as follows:

30. Amendment of Declaration.

30.01 The power to modify or amend this Declaration may be exercised by the Board and members of the Association if notice of the proposed change is given in the notice of the meetings. An amendment may be proposed either by the Board or by not less than ten percent (10%) of the members. Unless otherwise provided herein, the resolution adopting a proposed amendment must, bear the approval of not less than two-thirds (2/3) of the Board and two-thirds (2/3) of the members who cast their vote at a properly noticed meeting of the members at which a quorum has been obtained.

30.02 An amendment shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed by the proper officers of the Association in the form required for the execution of a deed. The amendment shall be effective when properly recorded in the public records of Pinellas County, Florida.

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015355708 12/09/2015 at 08:44 AM
OFF REC BK: 19013 PG: 66-67
DocType:CTF RECORDING: \$18.50

Prepared By and Return To:
Cianfrone, Nikoloff, Grant, Greenberg & Sinclair, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

CERTIFICATE OF AMENDMENT TO
DECLARATION OF MAINTENANE COVENANTS AND RESTRICTIONS AND EASEMENTS
FOR
TARPON CLUB

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of Tarpon Club Association, Inc. (the "Association"), held on November 10, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club, as originally recorded in O.R. Book 6697, Page 1974 et seq. of the Public Records of Pinellas County, Florida, and as amended, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club," said amendments being duly adopted by the membership.

IN WITNESS WHEREOF, TARPON CLUB ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 23rd day of November, 2015.

TARPON CLUB ASSOCIATION, INC.

John R. Hollowed
Witness Signature
JOHN R. HOLLOWED
Witness Printed Name

By: Kenneth W. Richards
President, President
Printed Name Kenneth W. Richards

Patricia C. Gangloff
Witness Signature
Catherine C. Gangloff
Witness Printed Name

(Corporate Seal)

ATTEST:

John R. Hollowed
Witness Signature
JOHN R. HOLLOWED
Witness-Printed Name

William I. Neef
Printed Name
William I. Neef, Secretary

Patricia C. Gangloff
Witness Signature
Catherine C. Gangloff
Witness Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23rd day of November 2015, by Kenneth Richards President, and William Neef, as Secretary, of TARPON CLUB ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced Personally known as identification.

Patti Battista
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



PATTI BATTISTA
MY COMMISSION # FF 222981
EXPIRES: August 21, 2019
Bonded thru Budget Notary Services