

BECKETT BAY HOMEOWNERS ASSOCIATION

NOTICE OF SPECIAL MEETING

A Special Meeting of Board of Directors/Officers will be held on Wednesday, November 02, 2016 at 6:30 PM at the Pool Area

AGENDA

1. 6:30 PM CALL TO ORDER
2. ROLL CALL OF DIRECTORS
3. ESTABLISH A QUORUM
4. AFFIDAVIT DELIVERY OF NOTICE
5. CERTIFICATE OF AUTHENTICITY
6. PRESERVATION OF DOCUMENTS
7. NOTICE OF PERSERVATION
8. ADJOURN

NOTES:

Date Posted: October 21, 2016

**Verification of Posted Notice by: Steven Ogle,
TOUCAN PROPERTY MANAGEMENT**

**AFFIDAVIT OF DELIVERY TO MEMBERS
(MEMBERS OWNING LOT(S) WITHIN BECKETT BAY OR HAVING USE RIGHTS
AND OBLIGATIONS UNDER THE DECLARATION OF COVENANTS CONDITIONS
AND RESTRICTIONS FOR THE CLUB AT BECKETT BAY WHICH GOVERNS LOTS
4 THROUGH 9, INCLUSIVE, LOT 14, THE WEST 40 FEET AND THE EAST 10 OF
LOT 15, LOTS 16 THROUGH 19, INCLUSIVE, BLOCK 5, HIGH POINT PARK)**

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me the undersigned authority, personally appeared STEVEN OGLE, being first sworn, deposes and says:

1. Affiant is the current Agent for Beckett Bay Homeowners Association, Inc., and has personal knowledge of the facts and circumstances set forth in this affidavit.

2. The Board of Directors for Beckett Bay Homeowners Association, Inc., caused a proper Notice of Meeting of the Board of Directors taking place on November 2, 2016 at 6:30 p.m. at 755 Beckett Way, 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 Beckett Bay Homeowners Association, Inc. owning a lot or lots within Beckett Bay and having use rights and obligations under the Declaration of Covenants, Conditions, Restrictions and Easements for The Club at Beckett Bay which governs Lots 4 through 9, inclusive, Lot 14, the West 40 feet and the East 10 of Lot 15, Lots 16 through 19, inclusive, Block 5, High Point Park, by hand delivery/ mail on or before September 30, 2016.

FURTHER AFFIANT SAYETH NAUGHT

BECKETT BAY HOMEOWNERS
ASSOCIATION, INC.

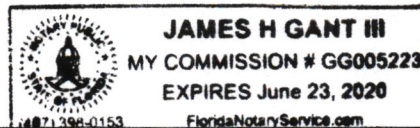
By: _____

STEVEN OGLE, As Agent

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5th day of October, 2016, by STEVEN OGLE, as Agent of BECKETT BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did take an oath.

My Commission expires:



Notary Public

EXHIBIT "B"

**NOTICE OF MEETING OF THE BOARD OF DIRECTORS
OF
BECKETT BAY HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors will meet at the time and place indicated below to consider the issue of preserving the Declaration of Covenants, Conditions, Restrictions and Easements for Beckett Bay recorded in O.R. Book 6586, Page 2269 et seq. and the Declaration of Covenants, Conditions, Restrictions and Easements for The Club at Beckett Bay recorded at O.R. Book 6825, Page 634, et seq., all of the Public Records of Pinellas County, Florida, in accordance with Chapter 712, Florida Statutes:

Meeting Date: November 02, 2016
Meeting Time: 6:30 PM
Meeting Location: 755 Beckett Way, Tarpon Springs (Pool)

STATEMENT OF MARKETABLE TITLE ACTION

Beckett Bay Homeowners Association, Inc., (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions, Restrictions and Easements for Beckett Bay recorded in Official Records Book 6586, Page 2269, et seq. and the Declaration of Covenants, Conditions, Restrictions and Easements for Club at Beckett Bay recorded in Official Records Book 6825, Page 634 et seq., all of the Public Records of Pinellas County, Florida, as same may have been or may in the future be amended or supplemented from time to time, currently burdening the property of each and every lot owner within Beckett Bay and the use rights and obligations under the Declaration of Covenants, Conditions, Restrictions and Easements for The Club at Beckett Bay which governs Lot 4 through 9, inclusive, Lot 14, the West 40 feet and the East 10 of Lot 15, Lots 16 through 19, inclusive, Block 5, High Point Park, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Pinellas County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding the official records of the Association.

THIS NOTICE RELATES TO ACTION WHICH WILL BE TAKEN BY THE BOARD OF DIRECTORS. MEMBERS ARE NOT REQUIRED TO VOTE AT OR ATTEND THIS MEETING. HOWEVER, THIS AND ALL MEETINGS OF THE BOARD OF DIRECTORS ARE OPEN TO THE MEMBERS OF THE ASSOCIATION.

**CERTIFICATE OF AUTHENTICITY
AS TO THE
ARTICLES OF INCORPORATION AND THE BYLAWS OF
BECKETT BAY HOMEOWNERS ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that the attached Exhibit "1" constitutes a true and correct copy of the Articles of Incorporation of Beckett Bay Homeowners Association, Inc., and any amendments to same, and the attached Exhibit "2" constitutes a true and correct copy of the By-Laws of Beckett Bay Homeowners Association, Inc., and any amendments to same.

BECKETT BAY HOMEOWNERS ASSOCIATION, INC. is the Homeowners Association organized for the purpose of administering developments known as Beckett Bay and The Club at Beckett Bay in Pinellas County, Florida, in accordance with that certain Declaration of Covenants, Conditions, Restrictions and Easements for Beckett Bay, recorded in O.R. Book 6586, Page 2269 et seq. and that certain Declaration of Covenants, Conditions, Restrictions and Easements for Club at Beckett Bay, recorded in O.R. Book 6825, Page 634 et seq., all of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, Michael Cortese, as President, and Deborah Pearn, as Secretary, of BECKETT BAY HOMEOWNERS ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this 2 day of November, 2016.

Two Witnesses as to
President:

[Signature]

Witness Signature

Shirley M. Ogle

Witness Printed Name

[Signature]

Witness Signature

Gary Karantanis

Witness Printed Name

BECKETT BAY HOMEOWNERS
ASSOCIATION, INC.

By:

[Signature]

Michael A. Cortese, as President

Printed Name

Attest:

[Signature]

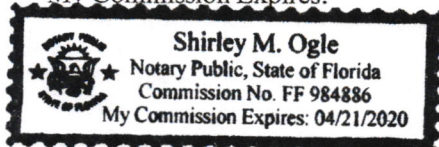
Deborah Pearn, as Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Michael Cortese and Deborah Pearn, to me known to be the President and Secretary, respectively, of BECKETT BAY HOMEOWNERS ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced driver's license and driver's license (type of identification) as identification and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 2 day of November, 2016.

My Commission Expires:



Shirley M. Ogle
Notary Public, State of Florida

Prepared by:
Patrick G. Emmanuel
Tamm & Williams, P.A.
100 S. Ashley Drive
Suite 2100
Tampa, FL 33602

87240733

BECKETT BAY

DECLARATION

OF

SEP 23 3 23 PM '87

6586 2269

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by SUNSTYLE HOMES CORPORATION, a Florida corporation, hereinafter referred to as "Declarant" or "Developer."

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property in the County of Pinellas, State of Florida, which property is more particularly described as:

BECKETT BAY, as recorded in Plat Book 96, Page 91 through 94, Public Records of Pinellas County.

24 24772424 71 11 23SE87
49 4.50
457 TOTAL 4.50 CHRG

NOW, THEREFORE, Declarant hereby declares that the properties described hereinabove shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

24 24772425 71 1 23SE87
49 36.50
39 5.50
TOTAL 42.00 CHK

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to BECKETT BAY HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns.

Section 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is as shown on the plat of BECKETT BAY, as recorded in Plat Book 96, page 91 through 94 Public Records of Pinellas County (the "Plat").

Section 4. "Lot" shall mean any lot shown on the recorded subdivision plat as referred to herein with the exception of the common areas. "Dwelling" shall mean any residential structure located within the subdivision.

Section 5. "Properties" or "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Declarant" or "Developer" shall mean and refer to Sunstyle Homes, Corp., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean every person or entity who holds membership in the Association as hereinafter provided.

Section 8. "Maintenance of Common Areas and Easements" shall mean the exercise of reasonable care to keep any decorative walls, landscaping, ponds, lighting, utilities and

01 CASH

40 Rec

41 DS

43 Int

4F Fee

39

11 CHG

40 Rec

4F Fee

30 MTF

43 Ptg

203/1614-86C

11/26/86-5

36.50

5.50

42.00

42.00

42.00

4.50

STAB

4.50

4.50

4.50

4.50

STATE TITLE & ABSTRACT, INC.
2559-B NURSERY ROAD
CLEARWATER, FL 33546
PH. 813 - 500-9904

other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which right and easement shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of the Common Area;

(b) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

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

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Other Easements.

(a) Utilities. Easements for installation and maintenance of utilities, drainage facilities and access and ingress are shown on the recorded Subdivision plat. Within these easements, no structure, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements, including landscaping, therein shall be continuously maintained by the Owner of such lot, except for improvements for maintenance, of which a public authority or utility company is responsible; and except for improvements for which the Association is specifically responsible.

(b) Landscaping. Easements for installation, maintenance, repair, replacement and reconstruction of walls, landscaping and decorative entrances in the Subdivision as may be shown on the Plat and for a distance of ten (10) feet from either side of any wall decorative entrance structure located in the Subdivision. No Owner may alter, modify, repair any wall or decorative entrance nor remove or alter any landscaped area in the Subdivision. The Association shall maintain, repair, replace or reconstruct the walls, decorative entranceways and landscaping installed by the Declarant or the Association in the Common Areas, provided however that each Owner shall maintain his or her part of any lot, including the easement, and the inside of any wall or decorative entranceways.

(c) Access to Beckett Way. No lot adjacent to Beckett Way, as shown on the Plat, shall have direct access to Beckett Way.

(d) Dwelling Units - Structure. No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and quasi-public utility corporation, their employees and contractors and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-entry are reserved.

Section 4. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter the lot at any reasonable hour of the day or in the event of any emergency, at any hour of the night upon timely notice to the Owner thereof, to perform such maintenance as may be authorized herein.

Section 5. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or any other person or entity acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1991.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area(s), the decorative walls on Beckett Way and the landscaped entrance to the Subdivision.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 100.00 per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements & Taxes. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or Easements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Except, however, special assessments for taxes, as defined in Section 7(a) herein, shall not require a vote of or prior approval from the members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 7. Taxes. It shall be the obligation of the Association commensurate with the ownership of the Common Areas that:

(a) the Association shall pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common areas and improvements thereto or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas;

(b) the Association will assess, as defined hereinabove, against each and every member a "pro-rata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the premises and improvements or any part thereof that may become due and payable during the term of ownership of the Common Area(s) by the Association, such pro-rata share to be secured from default by the personal obligation of each and every individual unit or lot Owner who shall be a member of the Association by virtue of said ownership of individual lots and units;

(c) the pro-rata share of each individual unit or lot Owner shall be a part of the "cost" of ownership and maintenance and shall be assessed as set forth in Section 4 hereinabove to each individual Owner.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. Notwithstanding any provision of this Declaration or the Association's Articles or By-laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum annual assessment permitted by Section 4 of the Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A

Lots. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year, its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 9. Effect on Non-payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area(s) or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Budget. The Association shall assess its members annually a pro-rata share (as set forth hereinabove), of a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any Manager or Management Company which may from time to time be employed by the Association to prepare such annual budget, and will instruct its members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document; save and except, that for the first year thereof, the assessment for each member shall be set forth by Declarant as an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association annually in accordance with and subject to the terms, conditions and covenants of the Declaration, the Articles and the By-laws of the Association. In the event at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowance made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year.

ARTICLE V

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

Use Restrictions

Section 1. The subdivision shall be occupied and used only as follows:

(a) Each lot shall be used as a residence for a single family and for no other purpose. Each residence shall include an enclosed garage. The garage may not be converted into living space nor shall the garage be modified so as to prevent its use for the number of standard size vehicles for which it has been designed. No building shall exceed two and one half (2½) stories nor contain a garage for more than three (3) cars.

(b) No business of any kind shall be conducted in any residence with the exception of the business of Declarant and its transferees in developing all of the lots as hereinafter set forth.

(c) No noxious or offensive activity or nuisance shall be carried on, in or about any lot, unit or Common Area.

(d) Nothing shall be done or kept on a lot or on or about the Common Area which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on his lot or on the Common Area which would result in the cancellation of insurance on any residence or on any part of the Common Area or which would be in violation of any law.

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or on the Common Area; however, dogs, cats and other customarily kept house pets may be kept on lots and in units subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial or business purposes.

(f) No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view.

(g) No structure of a temporary character, trailer, tent, shack, garage, barn or other building shall be moved to, erected on, or used on any lot at any time for a residence, workshop or structure or office, either permanently or temporarily. The only accessory structure which may be constructed or maintained upon said property shall be garages, patios, swimming pools with or without dressing rooms or screened enclosures and other used in connection with the single family private residences. No canvas, pipe or other type of carport shall be placed between the sidewalk and the front building line of any lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the street adjacent to the residential lots. No business, service, repair or maintenance for the general public shall be allowed on any lot at any time.

(h) No oil drilling or development operations or refining, quarry or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any lot.

(i) Nothing shall be altered in, constructed on or removed from the Common Area except with the written consent of the Association.

(j) The association shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the Owners residing in the said subdivision and to prevent such nuisance as shall arise from time to time as they relate to the use of the lots and/or units and the Common Areas, as set forth in the By-Laws of BECKETT BAY HOMEOWNERS ASSOCIATION, INC.

(k) No dwelling shall be permitted on any lot at a cost of less than \$30.00 per square foot, exclusive of porches, nor less than a total value of \$45,000.00 per home, based upon cost levels prevailing on the day these presents are recorded, it being the intention and purpose of this covenant to assure that all dwellings subsequently constructed shall be of quality workmanship and materials substantially the same or

better than that which can be produced on the date on which these covenants are recorded at a minimum cost stated herein for a maximum permitted dwelling size. The ground floor area of the main structure exclusive of one-story open porches and garages shall not be less than 1000 square feet for a one-story building nor less than 750 square feet for a two story building.

(l) No building shall be located on any lot nearer than 25 feet to the front lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7.5 feet to any interior side lot line. No dwelling shall be located on any lot nearer than 10 feet to the rear lot line. For the purpose of this covenant, roof overhangs, cornices, steps or wing walls shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Screened swimming pool enclosure may come within 6 feet of the rear lot line.

(m) No dwelling shall be erected or placed on any lot having a width of less than 60 feet at a front set back distance of 25 feet to the front lot line, nor shall any dwelling be erected or placed on any lot having an area of less than 7000 square feet. No lot shall be divided or resubdivided unless both portions of said lot be used to increase the size of the adjacent lots as platted.

(n) No individual wells will be permitted on any lot within this subdivision except for irrigation, swimming pools and air conditioning, and no individual septic tanks will be permitted on any lot within this subdivision. This restriction shall be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each lot on which a completed building is located in said subdivision in accordance with the standard requirements of Pinellas County and/or other duly constituted governmental authority having jurisdiction.

(o) Above ground swimming pools with more than 100 square feet of water surface area shall not be erected or placed on any lot at any time either permanently or temporarily. This restriction shall in no way prohibit construction of in-ground pools of any size which may partially project above ground due to the slope of the lot.

(p) Except as expressly hereinafter provided, no lot or any portion thereof shall be used for parking, storage, maintenance, repair, rebuilding, dismantling, repainting or servicing of any motor vehicle, boat, trailer, camper, motor home or any other motor driven cycle, unless the same is located within a closed portion of the structure located on the premises and entirely screened from view of any neighbor. Such activities may be performed within completely enclosed garages or other structures located on the lot which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to prevent washing and polishing of such motor vehicle, boat, trailer, camper, motor home or motor driven cycle, together with those activities normally incident and necessary to such washing and polishing. No boat, trailer, camper, truck or motor home shall be parked at any time on, in front of or to the side of any lot in an area visible from neighboring lots or any public street. No professional signs shall be erected on any lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this subdivision, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any of the houses built in this subdivision or any ancillary building, and all gas tanks, gas containers and gas cylinders or water softeners shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee.

(q) No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the streetlines or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction at such sight lines. Fences or walls erected or maintained on any lot in front of the front building line shall be limited to a maximum height of three and one half (3½) feet and shall be constructed of either masonry or wood; chain link or metal fences shall be prohibited within the front building set back line. Nothing herein shall be construed to prevent construction of chain link fences along the rear and side property lines and behind the front building setback line of any lot.

(r) No citizenband, radio or television antennae nor radio transmitter shall be mounted on the exterior or roof of any building or in any yard area; all roof mounted solar panels or collectors shall be mounted on the rear slope of the roof only and shall not face any street.

Section 2. Development of Subdivision. Declarant or the transferees of Declarant shall undertake the work of developing all lots included in the subdivision. The completion of that work and the sale, rental or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. Until the Declarant shall have completed the development and sales of all lots and/or homes to be constructed within the subdivision, Declarant, Declarant's transferees or the employees, contractors or subcontractors of the Declarant shall have the following rights with regard to the premises:

(1) Use of the Premises: The right to use, occupy and demonstrate all portions of the premises for the purposes of promoting and aiding in the sale or rental of living units on or to be constructed by the Declarant; except, however, any lots which have been sold to homeowners are specifically excluded from this provision.

(2) Promotion: Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the premises; except, however, any lots which have been sold to homeowners are specifically excluded from this provision.

(3) Rules and Regulations: Establish and promulgate rules and regulations not inconsistent with any of the provisions of this document concerning the use of the premises.

(4) Structures: Construct and maintain on any part of parts of the subdivision owned or controlled by Declarant, Declarant's transferees or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community and the disposition of lots and/or units by sale, lease or otherwise.

(5) Rights of Homeowners: Declarant acknowledges the rights of the homeowners to use the Common Areas and Easements' and agrees that the activities defined in Section 2(1), 2(2), 2(3) and 2(4) above shall be reasonable as to time and scope so as not to deprive the homeowners of their vested rights to use these areas.

As used in this section, the words, "its transferees" specifically excludes purchasers of lots improved with completed residential units.

ARTICLE VII

General Provisions

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declaration herein, has hereunto set its hand and seal this 24th day of MARCH, 19 57.

SUNSTYLE HOMES CORPORATION, a
Florida corporation

Alfred L. McNamee
Witness

By: [Signature]
President

Angela H. Brub
Witness

Attest: [Signature]
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, authorized to take acknowledgements in the above County and State, personally appeared Ralph W. Quartetti and Stuart K. Wager, President and Assistant Secretary, respectively, of SUNSTYLE HOMES CORPORATION, a Florida corporation, and each severally acknowledged the execution of the within instrument as officers for and on behalf of and as the act and deed of said Corporation, for the uses and purposed therein expressed, pursuant to authority lawfully conferred upon them by said Corporation, for the uses and purposed therein expressed, pursuant to authority lawfully conferred upon them by said Corporation; and that the seal affixed thereto is the true and genuine corporate seal of said Corporation and was affixed thereunto by said officers.

WITNESS my hand and official seal at Pinellas County, Florida.

My Commission Expires:

[Signature]

[Signature]
Notary Public, State of Florida

JOINDER OF MORTGAGEE

The undersigned The Citizens and Southern National Bank of Florida,
a Florida corporation, owner and holder of that certain mortgage dated
November 10, 1986 and recorded on November 12, 1986 in Official Records
Book 6359, at Page 1101, of the Public Records of Pinellas County, Florida,
hereby joins in the Declaration of Covenants, Conditions, Restrictions and
Easements of Beckett Bay.

Signed, sealed and
delivered in the presence of:

THE CITIZENS AND SOUTHERN NATIONAL
BANK OF FLORIDA, a Florida corporation

Quinda Breckenridge
Karen L. Keith

By: Donald A. Bressoud
Its: Vice President

(Corporate Seal)

Attest:

By: Michael L. Haan
Michael L. Haan

Its: Mortgage Loan Officer

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day of Septmeber
1987, by Donald A. Bressoud and Michael L. Haan
as Vice President and Mort. Loan Officer respectively of THE CITIZENS
AND SOUTHERN NATIONAL BANK OF FLORIDA, a Florida corporation on behalf of the
corporation.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES JULY 22, 1990.
FILED INTO NOTARY PUBLIC UNDERWRITERS.

Karen L. Keith
Notary Public

INST # 91-234764
AUG 29, 1991 10:10AM

PINELLAS COUNTY FLA.
OFF. REC. BK 7665 PG 174

DECLARATION OF EASEMENT FOR INGRESS AND EGRESS

THIS DECLARATION OF EASEMENTS is made this 26th day of August, 1991, by TAMPA HOUSING GROUP, OHIO PARTNERSHIP, whose office address is 4102 WEST LINEBAUGH, TAMPA, FLORIDA 33624 (hereinafter referred to as "Grantor").

W I T N E S S E T H:

WHEREAS, Grantor is the owner in fee simple of certain real property located in PINELLAS County, Florida more particularly described LOT 107, BECKETT BAY according to plat thereof recorded in PLAT BOOK 96, pages 91-94 PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

WHEREAS, Grantor wishes to grant to BECKETT BAY HOMEOWNERS ASSOCIATION, INC. easements for ingress and egress over the Property.

NOW THEREFORE, Grantor as fee simple owner of the Property, does hereby declare, create and impose the following easements and rights of use to wit:

1. EASEMENTS FOR INGRESS AND EGRESS. Grantor does hereby declare to exist a non-exclusive easement for ingress and egress for the purposes of maintaining and repairing a decorative wall, well and irrigation system on, over and under the Property for the use and benefit of the owners of any portion thereof or interest therein, their successors and assigns (hereinafter referred to as the "Easement Area").

2. DURATION. The easements hereby created and declared shall be perpetual in duration and may not be changed, amended, or modified, except by an instrument in writing executed by the then owner of the Property.

3. INCIDENTAL RIGHTS. The Easements hereby created and declared include the creation of all incidental rights reasonably necessary for the use and enjoyment of the easement areas for their intended purposes, including, repair and construction of the Easement Area and any facilities now or hereafter located therein.

This instrument prepared by:
JAMES B. SOBLE, Esquire
HONIGMAN MILLER SCHWARTZ AND COHN
777 South Harbour Island Boulevard
Suite 350
Tampa, Florida 33602
(813) 221-6600

Documentary Tax Pd. \$.60
Karleen F. DeBlaker, Clerk, Pinellas County
By: *[Signature]*, Deputy Clerk

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: *[Signature]*

Return To: State Title & Abstract, Inc.
2559-B Nursery Rd.
Clearwater, FL 34624

4. MISCELLANEOUS. With or without specific reference thereto, the conveyance of an interest in any portion of the Property shall be subject to the burdens and benefits of the Easements hereby declared to the same extent as if all of the terms of this instrument were set forth in such conveyance in full. Notwithstanding anything to the contrary hereinabove set forth, the creation of the easements for which provisions are hereinabove made shall not be construed as to preclude Grantor from dedicating or conveying such of the Easement Area Herein described as is owned by it to either a county, municipality or other political subdivision of the State of Florida or to a Public or private utility company for the purpose of perpetuating the use of the Easement Area and land for the purpose or purposes to which they are presently devoted.

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Bernadine Quartetti

Eula Ottoboni

TAMPA HOUSING GROUP
By Mobley Land Company, Inc.
Its Authorized General Partner

BY [Signature]
RALPH W. QUARTETTI
VICE PRESIDENT

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was sworn to and acknowledged before me this 26th day of AUGUST, 1991, By RALPH QUARTETTI, as VICE PRESIDENT of MOBLEY LAND COMPANY, INC. a FLORIDA corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:

27093733 RMH 08-29-91 09:50:22

01 -
RECORDING 1 \$10.50
DOC STAMPS 2 \$0.60

TOTAL: \$11.10
CHECK AMT. TENDERED: \$11.10
CHANGE: \$0.00

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 17, 1995
BONDED THRU GENERAL INS. UND.

88216746

KARLEEN F. DE BLAKER
CLERK OF CIRCUIT COURT
PINELLAS COUNTY, FL.

01 REC'D
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88 SEP -1 PM 12: 06 THE CLUB AT BECKETT BAY

DECLARATION

OF

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by SUNSTYLE HOMES CORPORATION, a Florida corporation, hereinafter referred to as "Declarant" or "Developer" and is joined in and consented to by CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA, mortgagee, and the lot owners set forth in Exhibit "B."

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property in the County of Pinellas, State of Florida, which property is more particularly described as:

14033481 GEN 09-01-88		12:32
Lots 1 through 6, inclusive, Lot 10, Lots 12 through 17, inclusive, SUNSTYLE HOMES		
Lot 19, Lots 21 through 28 inclusive, Lot 30 and Lots 32 through 39 inclusive, BECKETT BAY, as recorded in Plat Book 96, Pages 91 through 94, of the Public Records of Pinellas County, Florida (the "Declarant's Lots").		
1	\$51	
4	\$12	
TOTAL:		\$63
CHECK AMT. TENDERED:		\$63
CHANGE:		\$0

WHEREAS, the owners of Lots 7, and 20 of BECKETT BAY, as Recorded in Plat Book 96, Pages 91 through 94, of the Public Records of Pinellas County, Florida, desire to join in this Declaration and submit their lots to the terms and conditions hereof (with the aforementioned Lots 7, and 20 and the Declarant's Lots hereinafter collectively referred to as the "Lots").

NOW, THEREFORE, Declarant and the Lot Owners set forth in Exhibit "B" hereby declare that the Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to THE CLUB AT BECKETT BAY ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns.

Section 2. "Club Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Club Area to be owned by the Association is set forth and described in Exhibit "A" attached hereto.

Section 3. "Declarant" or "Developer" shall mean and refer to Sunstyle Homes Corporation, a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 4. "Lot" shall mean any lot in Beckett Bay set forth above and referred to as the "Lots" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and the Association pursuant to the terms of Article III, Section 3, below.

Section 5. "Maintenance of Club Area" shall mean the exercise of reasonable care to keep any and all recreational facilities, decorative walls, landscaping, easements, ponds, lighting, utilities and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management

This Instrument Was Prepared By
Patrick H. [unclear]
[unclear] AND [unclear]

practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association as hereinafter provided.

Section 7. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Subdivision" shall mean Beckett Bay as recorded in Plat Book 96, Pages 91 through 94 of the Public Records of Pinellas County, Florida.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Club Area which right and easement shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) the right of the Association to suspend the right to the use of the Club Area by an Owner for any period during which any assessment against his Lot remains unpaid;

(c) the right of the Association to charge a fee for special Members only closed events and to exclude from said events those Members who do not pay the fee; and

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

Section 2. Delegation of Use. Subject to the limitations set forth in this Declaration, any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Club Area to the members of his family, his tenants, his guests, or contract purchasers who reside on his Lot.

Section 3. Other Easements. Easements for installation and maintenance of utilities, drainage facilities and access and ingress are shown on the recorded plat for the Club Area. Within these easements, no structure, shrubbery, trees, bushes, or other material shall be placed or permitted to remain which may damage or interfere with the installation or change the direction of flow of drainage facilities in the easements.

Section 4. No Partition. There shall be no judicial partition of the Club Area nor shall Developer or any Owner or any other person or entity acquiring any interest in the Club Area or any part thereof, seek judicial partition thereof.

ARTICLE III

Membership and Voting Rights

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1994.

Section 3. Membership in the Association is limited to those persons who are owners of lots in the Subdivision. All lot owners in the Subdivision except for the owners of Lots 8, 9, 11, 18, 29, 31, and 32 have either executed this Declaration or have joined in and consented thereto by a separate Joinder and Consent recorded with this Declaration thereby qualifying for membership in the Association. The owners of lots within the Subdivision who have not either executed this Declaration or joined in and consented thereto, (i.e. the Owners of Lots 8, 9, 11, 18, 29, 31, and 32) may become Class A Members of the Association by:

(a) submitting an application for membership to the Board of Directors of the Association, which application must be approved by a majority of said Board;

(b) recording in the Public Records of Pinellas County, Florida, a Joinder and Consent to this Declaration, in such form and content as approved by the Board of Directors of the Association, which consent must be executed by all recorded title holders of said lot; and

(c) paying to the Association a capital contribution of Three Thousand Dollars (\$3,000.00) (the "Capital Contribution") as adjusted for inflation as hereinafter set forth.

Upon satisfaction of all of the foregoing conditions, the owner of said lot shall be entitled to voting rights identical to those granted by Article III, Section 2, to the other Owners of Class A Lots and shall be entitled to all membership privileges. Upon such lot being added to the scheme of this Declaration, the lot shall be included within and shall be a part of the Lots and subject to all assessments specified in this Declaration. Until all such conditions are satisfied, said lot owners and their family members shall not be entitled to any rights or privileges under this Declaration nor to the use of the Club Area and its facilities either as a guest of any Member or Owner or otherwise.

Commencing as of the first day of the first year following the recording of this Declaration, and annually thereafter, the Capital Contribution shall be adjusted by an amount equal to the change in the cost of living as reflected in the "All Items" Consumer Price Index for all items shown on the "U.S. city average for urban wage earners and clerical workers (including single workers), all items, groups, subgroups, and special groups of items" (the "Index") published by the Bureau of Labor Statistics, U.S. Government, Washington, D.C., or its successor index. In the event that the Index ceases publication, the Capital Contribution adjustment shall be determined by an index selected by the Board of Directors of the Association most comparable to the "All Items" Index. The adjusted Capital Contribution shall be equal to the Capital Contribution multiplied by a fraction, the numerator of which is equal to the Index for the year ending on the December 31 immediately preceding the date on which the aforementioned Joinder and Consent is recorded in the Public Records of Pinellas County, Florida, and the denominator of which is the Index for the year ending on the December 31 immediately preceding the recording of this Declaration. In no event, however, shall the adjusted Capital Contribution be reduced below Three Thousand Dollars (\$3,000.00).

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant and the Owners set forth in Exhibit "B," for each Lot owned within the Subdivision, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a

continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Lots and for the improvement and maintenance of the Club Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment shall be \$250.00 per Lot.

(a) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the recording of this Declaration, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements & Taxes. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Club Area, or any easement servicing the Club Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Except, however, special assessments for taxes, as defined in Section 7(a) herein, shall not require a vote of or prior approval from the Members.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Except as provided in Section 8 below, both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on an annual basis.

Section 7. Taxes. It shall be the obligation of the Association commensurate with the ownership of the Club Area that:

(a) the Association shall pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Club Area and improvements thereto or any part thereof that become due and payable during the term of ownership by the Association of the Club Area;

(b) the Association will assess, as defined hereinabove, against each and every Member a "pro-rata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the premises and improvements or any part thereof that may become due and payable during the term of ownership of the Club Area by the Association, such pro-rata share to be secured from default by the personal obligation of each and every individual Lot Owner who shall be a Member of the Association by virtue of said ownership of individual Lots;

(c) the pro-rata share of each individual Lot Owner shall be a part of the "cost" of ownership and maintenance and shall be assessed as set forth in Section 4 hereinabove to each individual Owner.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Club Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding any provision of this Declaration or the Association's Articles or By-laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot which it may own provided: (i) the annual assessment paid by the other Owners shall not exceed the maximum annual assessment permitted by Section 3 of this Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year, its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots owned by Class A Members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 9. Effect on Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. In addition to the remedies set forth in Article II, Section 1, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Club Area or abandonment of his Lot. 107

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Budget. The Association shall assess its Members annually a pro-rata share (as set forth hereinabove), of a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any Manager or Management Company which may from time to time be employed by the Association to prepare such annual budget, and will instruct its Members to commence with payments of their respective assessments to the Association simultaneously with the execution of this document; save and except, that for the first year thereof, the assessment for each Member shall be set forth by Declarant as an estimate of the actual cost of the obligations of the Association as set forth herein for the operation and maintenance of the Club Area in accordance with the terms hereof for the first twelve (12) calendar

months, to be determined from the date of execution of this Agreement, and each and every assessment shall be payable to the Association annually in accordance with and subject to the terms, conditions and covenants of this Declaration, the Articles and the By-Laws of the Association. In the event at the end of each budget year, the Board of Directors or its authorized representative has expended less than the total budget amount, taking into account the allowance made by the Board of Directors or its authorized representative for each quarterly adjustment, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year.

ARTICLE V

Developers Rights and Privileges

Section 1. Developers Rights: Declarant or the transferees of Declarant shall undertake the work of developing all Lots included in the Beckett Bay Subdivision. The completion of that work and the sale, rental or other disposition of residential units is essential to the establishment and welfare of the Subdivision as an ongoing residential community. Until the Declarant shall have completed the development and sales of all Lots and/or homes to be constructed within the Subdivision, Declarant, Declarant's transferees or the employees, contractors or subcontractors of the Declarant shall have the following rights with regard to the Club Area:

(a) **Use of the Club Area:** The right to use, occupy and demonstrate all portions of the Club Area for the purposes of promoting and aiding in the sale or rental of living units on or to be constructed by the Declarant.

(b) **Promotion:** Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed audio and visual promotional materials in and about the Club Area.

(c) **Rules and Regulations:** Establish and promulgate rules and regulations not inconsistent with any of the provisions of this document concerning the use of the Club Area.

(d) **Rights of Homeowners:** Declarant acknowledges the rights of the homeowners to use the Club Area and agrees that the activities defined in Subsections (a), (b) and (c) above shall be reasonable as to time and scope so as not to deprive the homeowners of their vested rights to use these areas.

As used in this section, the words "its transferees" specifically excludes purchasers of Lots improved with completed residential units.

ARTICLE VI

General Provisions

Section 1. Enforcement. The Association, the Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Club Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned being the Declaration herein, has hereunto set its hand and seal this 11th day of AUGUST, 19 88.

SUNSTYLE HOMES CORPORATION, a
Florida corporation

[Signature]
Witness

By: [Signature]
President

[Signature]
Witness

[Signature]
Witness

Attest: [Signature]
Assistant Secretary

[Signature]
Witness

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, authorized to take acknowledgments in the above County and State, personally appeared Ralph W. Quartetti and Timothy Bowman, President and Assistant Secretary, respectively, of SUNSTYLE HOMES CORPORATION, a Florida corporation, and each severally acknowledged the execution of the within instrument as officers for and on behalf of and as the act and deed of said Corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said Corporation, for the uses and purposes therein expressed, pursuant to authority lawfully conferred upon them by said Corporation; and that the seal affixed thereto is the true and genuine corporate seal of said Corporation and was affixed thereunto by said officers.

WITNESS my hand and official seal at Pinellas County, Florida.

My Commission Expires:

My Commission Expires: 10/10/91
Signed By: [Signature]

[Signature]
Notary Public, State of Florida

EXHIBIT "A"

CLUB AREA

Lots 4 through 9, inclusive, Lot 14, the West 40.0 feet and the East 10.0 of Lot 15, Lots 16 through 19, inclusive, Block 5, HIGH POINT PARK, as shown on plat recorded in Plat Book 14, Page 67 of the Public Records of Pinellas County, Florida.

EXHIBIT "B"

JOINDER AND CONSENT TO THE CLUB AT BECKETT BAY DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

The undersigned, DORSE G. and MARY L. HOGSTON, being the owners and record title holders of Lot 7 of Beckett Bay, as recorded in Plat Book 96, Pages 91 through 94, of the Public Records of Pinellas County, Florida, hereby join in, consent to, and agree that the undersigned and said lot shall be bound by the foregoing Declaration of Covenants, Conditions, Restrictions, and Easements of the Club at Beckett Bay.

Signed, sealed and delivered
in the presence of:

LOT OWNERS:

Jeanne Belizor
R. J. Garcia

Dorse G. Hogston
DORSE G. HOGSTON

Jeanne Belizor
R. J. Garcia

Mary L. Hogston
MARY L. HOGSTON

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of August, 19 88, by Dorse G. Hogston.

My Commission Expires:

Phyllis A. Caron
Notary Public

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of August, 19 88, by Mary L. Hogston.

My Commission Expires:

Phyllis A. Caron
Notary Public

EXHIBIT "B"

JOINDER AND CONSENT TO THE CLUB AT BECKETT BAY DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS

The undersigned, STEPHEN C. and LORI L. ORLEANSKI, being the owners and record title holders of Lot 20 of Beckett Bay, as recorded in Plat Book 96, Pages 91 through 94, of the Public Records of Pinellas County, Florida, hereby join in, consent to, and agree that the undersigned and said lot shall be bound by the foregoing Declaration of Covenants, Conditions, Restrictions, and Easements of the Club at Beckett Bay.

Signed, sealed and delivered
in the presence of:

LOT OWNERS:

Virginia L. Jordan
R. C. Jordan

Stephen C. Orleanski
STEPHEN C. ORLEANSKI

Virginia L. Jordan
R. C. Jordan

Lori L. Orleanski
LORI L. ORLEANSKI

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of August, 19 88, by Stephen C. Orleanski.

My Commission Expires:

Phyllis A. Caron
Notary Public

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29th day of August, 19 88, by Lori L. Orleanski.

My Commission Expires:

Phyllis A. Caron
Notary Public

JOINDER OF MORTGAGEE

The undersigned The Citizens and Southern National Bank of Florida, a Florida corporation, owner and holder of that certain mortgage dated November 10, 1986 and recorded on November 12, 1986 in Official Records Book 6359, at Page 1101, and Notice of Future Advance under Mortgage dated July 18, 1988 recorded in Official Records Book 6793 at Page 525 on July 19, 1988 and Modification Agreement dated July 18, 1988 recorded on July 18, 1988 in Official Records Book 6793 at Page 529, and Amendment to Financing Statement dated July 18, 1988 recorded in Official Records Book 6793 at Page 537 all of the Public Records of Pinellas County, Florida, hereby joins in, consents to, and agrees to be bound by the foregoing Declaration of Covenants, Conditions, Restrictions and Easements of The Club at Beckett Bay.

Signed, sealed and delivered
in the presence of:

Robert Stranghan
Bevly W. Blaker

THE CITIZENS AND SOUTHERN
NATIONAL BANK OF FLORIDA,
A Florida corporation

Michael L. Haan
By: MICHAEL L. HAAN
Its: MORTGAGE LOAN OFFICER

Attest:

Donald A. Bressoud
By: DONALD A. BRESSOUD
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of August, 1988, by MICHAEL L. HAAN and DONALD A. BRESSOUD as MORTGAGE LOAN OFFICER and VICE PRESIDENT respectively of THE CITIZENS AND SOUTHERN NATIONAL BANK OF FLORIDA, A Florida corporation on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: APRIL 10, 1992.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Bevly W. Blaker
Notary Public

STATE OF FLORIDA - PINELLAS COUNTY

I hereby certify that the foregoing is
a true copy as the same appears among
the files and records of this court.

This 1st day of Sept, 1988

KARLEEN E. De BLAKER
Clerk of Circuit Court

By: *Mary Helms*
Deputy Clerk

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BECKETT BAY HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 28, 1987, as shown by the records of this office.

The document number of this corporation is N23210.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
day of

29th October, 1987.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
BECKETT BAY HOMEOWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Pinellas County, Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the corporation is BECKETT BAY HOMEOWNERS ASSOCIATION, INC. hereinafter called the "Association").

ARTICLE II
PRINCIPAL OFFICE AND REGISTERED AGENT

The principal office of the Association is located at:

3900 Belle Oak Blvd.
Largo, Florida 34641
and
Ralph Quartetti

is hereby appointed the initial registered agent of this Association at that address.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

See Exhibit "A"
attached hereto.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida, by law may now or hereafter have or exercise;

(h) the Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and as part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Transfers of membership in the Association shall be made on the books of the corporation and shall be established by the recording among the public records of Pinellas County, Florida, of a deed or other instrument establishing a fee simple title to a unit or lot in the subdivision. Transferor shall automatically have his membership in the Association terminated upon such transfer of such unit or lot ownership.

No officer, director, or member shall be personally liable for any debt or other obligation of this corporation, except as provided for in the Declaration of Covenants, Conditions and Restrictions; the By-Laws and the Articles of Incorporation.

ARTICLE V DURATION

The corporation shall exist perpetually.

ARTICLE VI SUBSCRIBERS

The name and address of each subscriber is:

Ralph Quartetti
3900 Belle Oak Blvd.
Largo, Florida 34641

Stuart Wager
3900 Belle Oak Blvd.
Largo, Florida 34641

Leah E. Soeder
3900 Belle Oak Blvd.
Largo, Florida 34641

ARTICLE VII DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons who need not be members of the Association. The first Board of Directors shall have three (3) members, and in the future, that number will be determined from time to time in accordance with the provisions of the By-Laws.

The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

Ralph Quartetti
Stuart Wager
Leah E. Soeder

At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years; and at each annual meeting thereafter the members shall elect three (3) directors for a term of three (3) years.

ARTICLE VIII OFFICERS

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution create. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the members. The names of the officers who are to serve until the first election or appointments are:

President	Ralph Quartetti
Vice President	Stuart Wager
Secretary/Treasurer	Leah E. Soeder

ARTICLE IX AMENDMENT OF BY-LAWS

The By-Laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmation vote of fifty-one percent (51%) of all the members existing at the time of and present at such meeting except that the initial By-Laws of the Association shall be made and adopted by the Board of Directors; and except that the Federal Housing Administration and Veterans Administration shall have the right to veto any amendment while there is a Class B membership.

ARTICLE X VOTING RIGHTS

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

Class A. Class A members shall be all Owners, with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1993

ARTICLE XI DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII
AMENDMENT TO ARTICLES

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by not less than twenty-five percent (25%) of the membership or by a majority of the Board of Directors. Amendments to the Articles of Incorporation shall be adopted by not less than two-thirds (2/3) of the entire membership. Members may vote in person or by proxy at a special or regular meeting of the members.

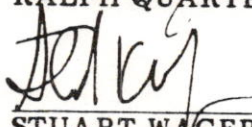
ARTICLE XIII
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 6th day of OCTOBER, 1987.



RALPH QUARTETTI - President



STUART WAGER - Vice President



LEAH E. SOEDER - Secretary/Treasurer

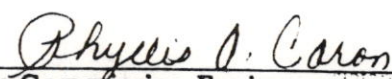


RALPH QUARTETTI - Registered Agent

STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, the following named persons, to wit: Ralph Quartetti, Stuart Wager, and Leah Soeder, to me well known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the said instrument as their free and voluntary act and deed for the use and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 6th day of October, 1987.



My Commission Expires: Notary Public, State Of Florida At Large
My Commission Expires June 19, 1990.
Bonded By SAFECO Insurance Company of America



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

October 9, 1996

STEVEN H. MEZER, ESQ.
SUITE B
1212 COURT STREET
CLEARWATER, FL 34616

Re: Document Number N23210

The Articles of Merger were filed October 9, 1996, for BECKETT BAY HOMEOWNERS ASSOCIATION, INC., the surviving Florida corporation.

Should you have any further questions concerning this matter, please feel free to call (904) 487-6050, the Amendment Filing Section.

Thelma Lewis
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 896A00045967

95 OCT -9 AM 9:12

ARTICLES OF MERGER

TO: DEPARTMENT OF STATE
Corporate Division
The Capitol
Tallahassee, FL 32304

1. The undersigned corporations have adopted an Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

2. The name of the surviving corporation is Beckett Bay Homeowners Association, Inc., a Florida non-profit corporation.

3. No changes in the Articles of Incorporation of the surviving corporation have been made.

4. The Agreement of Merger of the undersigned corporations was adopted pursuant to Section 617.051 of the Florida Not-For-Profit Corporation Act.

5. The merger of the undersigned corporations will become effective on the date the Certificate of Merger is issued by the Department of State.

6. The Board of Directors of each of the undersigned corporations have adopted the Plan and Agreement of Merger.

7. The Members of Beckett Bay Homeowners Association, Inc. have adopted the Agreement of Merger at a special meeting called and held for that purpose on the 7th day of November, 1994, at which meeting a quorum was present and voting and such Plan and Agreement of Merger was ratified and approved by at least two-thirds of the members present and entitled to vote.

8. The members of The Club at Beckett Bay Association, Inc. adopted the Agreement of Merger at a special meeting held for that

purpose on the 7th day of November, 1994, at which meeting a quorum was present and voting and such Agreement of Merger was ratified and approved by at least two-thirds of the members present and entitled to vote.

DATED: 9/4/96, 1996.

THE CLUB AT BECKETT BAY
ASSOCIATION, INC.
(Disappearing Corporation)

By: Peter Nehr

Peter Nehr, President

ATTEST:

Janet Rackley
Janet Rackley, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)


The foregoing instrument was acknowledged before me this 4 day of September, 1996 by Peter Nehr and Janet Rackley, President and Secretary, respectively, of The Club at Beckett Bay Assoc. Inc., who are personally known to me or who have produced _____

_____ as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Articles of Merger, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Marie A. Sprowls (SEAL)
Notary Public

State of Florida at Large

MARIE A. SPROWLS
Printer or Type Notary Signature

 MARIE A SPROWLS
My Commission CC335782
Commission Expires 12.1997

My Commission Expires:

BECKETT BAY HOMEOWNERS
ASSOCIATION, INC.
(Surviving Corporation)

By:

Peter Nehr
Peter Nehr, President

ATTEST:

Janet Rackley
Janet Rackley, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this
4 day of September, 1996 by Peter Nehr and Janet
Rackley, President and Secretary, respectively, of Beckett Bay
Homeowners Assoc. Inc, who are personally
known to me or who have produced _____

_____ as identification, who
did (did not) take an oath under the laws of the State of Florida,
who executed the foregoing Articles of Merger, and severally
acknowledged the execution thereof to be their free act and deed
as such officers, for the uses and purposes therein mentioned, and
that they affixed thereto the official seal of said corporation,
and the said instrument is the act and deed of said corporation.

Marie A. Sprowls (SEAL)
Notary Public

State of Florida at Large

MARIE A. SPROWLS
Print or Type Notary Signature



My Commission CC335762
Expires Dec. 12, 1997

Commission Number _____

My Commission Expires:

AGREEMENT OF MERGER

THIS AGREEMENT is made this 7th day of November, 1994, by and between Beckett Bay Homeowners Association, Inc., a Florida Non-Profit Corporation, and The Club at Beckett Bay Association, Inc., a Florida Non-Profit Corporation, said corporations being sometimes hereinafter collectively referred to as "Constituent Corporations."

R E C I T A L S:

A. The respective Boards of Directors and Members of the Constituent Corporations deem it advisable that The Club at Beckett Bay Association, Inc. (the "Disappearing Corporation") be merged into Beckett Bay Homeowners Association, Inc. (the "Surviving Corporation"), under the laws of the State of Florida, in the manner provided therefor pursuant to Section 617.051 of the Florida Not-For-Profit Corporation Act.

B. The respective Boards of Directors and Members of the Constituent Corporations have agreed that no changes or amendments in the Articles of Incorporation of the Surviving Corporation will now be made incidental to this merger.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Constituent Corporations have agreed and do hereby agree, to merge upon the terms and conditions hereinbelow set forth.

1. Agreement to Merge.

The Constituent Corporations hereby agree that The Club at Beckett Bay Association, Inc., the Disappearing Corporation, shall

be merged into Beckett Bay Homeowners Association, Inc., the Surviving Corporation.

2. Name of Merged Corporation.

The name of the surviving Corporation shall be Beckett Bay Homeowners Association, Inc.

3. Principal Office of Surviving Corporation.

The principal office of the Surviving Corporation shall be located at the following address:

c/o Premiere Management Services, Inc.
Tarpon Lake Center
40347 U.S. 19 North, Suite 113
Tarpon Springs, Florida 34689-4841

4. Purposes of Surviving Corporation.

The purposes of the Surviving Corporation are to engage in any lawful acts or activities for which such corporations may be formed under Chapter 617 of the Florida Statutes.

5. Board of Directors of Surviving Corporation.

(a) The Board of Directors of the Surviving Corporation at the date of merger only shall serve in such capacity until the next annual membership meeting or until their successors shall be elected and qualified. Subsequently, all Directors shall be elected in the manner set forth in the Bylaws of the Surviving Corporation.

6. Registered Agent of Surviving Corporation.

The individual hereinafter named shall be the registered agent for the Surviving Corporation, at the address hereinbelow set forth, upon whom process, notices and demands against Beckett Bay Homeowners Association, Inc. or The Club at Beckett Bay Homeowners

Association, Inc. may be served: Joseph D. Sprowls, President, Premiere Management Services, Inc., Tarpon Lake Center, 40347 U.S. 19 North, Suite 113, Tarpon Springs, Florida 34689-4841.

7. Assets of Disappearing Corporation.

All property, real, personal and mixed and all debts due on whatever account, and all other choses in action and all and every other interest of or belonging to or due to The Club at Beckett Bay Association, Inc. shall be deemed to be transferred, conveyed to and vested in the Surviving Corporation without further act or deed and the title to or any interest in any real estate vested in such corporations shall not revert or be in any way impaired by reason of such merger. Such assets are described on Exhibit "A" attached hereto and incorporated herein by reference.

8. Liabilities of Disappearing Corporation.

The Surviving Corporation shall assume, and henceforth be responsible and liable for, all the liabilities and obligations of the Disappearing Corporation and any claim existing, or action or proceeding pending by or against The Club at Beckett Bay Association, Inc. may be prosecuted as if such merger had not taken place or the Surviving Corporation may be substituted in its place. Such liabilities and obligations of The Club at Beckett Bay Association, Inc. are more particularly described on Exhibit "A" attached hereto and incorporated here by reference.

9. Articles of Incorporation of Beckett Bay Homeowners Association, Inc.

The Articles or Certificate of Incorporation of the Surviving Corporation shall not be amended and shall continue to be the

Articles or Certificate of Incorporation of the Surviving Corporation in its present form and content.

10. Bylaws of Beckett Bay Homeowners Association, Inc.

The Bylaws of the Surviving Corporation shall continue in its present form and content, to be the Bylaws of the Surviving Corporation.

11. Effective Date of Agreement.

This Agreement shall become effective on the date of filing of the Articles of Merger with the office of the Secretary of State.

12. Officers of Surviving Corporation.

On the effective date of the merger, the following persons shall be elected to the offices hereinbelow described, to serve in such capacities until the next annual meeting of the Board of Directors, or until their successors shall be elected and shall qualify:

President:	Peter Nehr
Vice President:	Charles Havle
Secretary:	Janet Rackley
Treasurer:	Michael Cortese

13. Books and Records of The Club at Beckett Bay Association, Inc.

It is agreed that the books and records of The Club at Beckett Bay Association, Inc. shall be prepared for the period from the end of the last fiscal year of said corporation through the effective date of the merger. Such financial report shall be completed within six (6) months following the date of the merger.

14. Management and Decisions by Board of Directors of Beckett Bay Homeowners Association, Inc.

Following the effective date of the merger, all decisions shall be made by the Board of Directors of the Surviving Corporation, Beckett Bay Homeowners Association, Inc.

IN WITNESS WHEREOF, the Constituent Corporations have caused their respective corporate names to be signed hereto by their respective Presidents and Secretaries, thereunto duly authorized by the respective Board of Directors and Members thereof, the day and year first above written.

THE CLUB AT BECKETT BAY
ASSOCIATION, INC.
(Disappearing Corporation)

By: _____

Peter Nehr, President

ATTEST:

Janet Rackley
Janet Rackley, Secretary

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)


The foregoing instrument was acknowledged before me this 4 day of September, 1996 by Peter Nehr and Janet Rackley, President and Secretary, respectively, of The Club at Beckett Bay Assoc. Inc., who are personally known to me or who have produced _____

_____ as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Agreement of Merger, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and

that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Marie A. Sprowls (SEAL)
Notary Public
State of Florida at Large

MARIE A. SPROWLS
Print or Type Notary Signature

 MARIE A. SPROWLS
My Commission CC385702
Expires 1997

My Commission Expires:

BECKETT BAY HOMEOWNERS
ASSOCIATION, INC.
(Surviving Corporation)

By:

Peter Nehr
Peter Nehr, President

ATTEST:

Janet Rackley
Janet Rackley, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 14 day of September, 1996 by Peter Nehr and Janet Rackley, President and Secretary, respectively, of Beckett Bay Homeowner Assoc. Inc., who are personally known to me or who have produced _____

_____ as identification, who did (did not) take an oath under the laws of the State of Florida, who executed the foregoing Agreement of Merger, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and

that they affixed thereto the official seal of said corporation,
and the said instrument is the act and deed of said corporation.

Marie A. Sprawls (SEAL)
Notary Public

State of Florida at Large

MARIE A SPRAWLS
Print or Type Notary Signature



MARIE A SPROWLS

My Commission CC335782

Commission Expires November 1997

My Commission Expires:

BY-LAWS
OF
BECKETT BAY HOMEOWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is BECKETT BAY HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not-For-Profit, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 3900 Belle Oak Boulevard, Largo, Florida 33541 but meetings of members and directors may be held at such places within the State of Florida, County of Pinellas, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to BECKETT BAY HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean any residential lot shown on the recorded subdivision plat as referred to herein with the exception of the Common Areas. "Dwelling" shall mean any residential structure located within the subdivision.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7. "Declarant" or "Developer" shall mean and refer to Sunstyle Homes, Corp., a Florida corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. Sunstyle Homes Corporation shall at all times have the right to assign its interest herein to any successor or nominee.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida.

Section 9. "Maintenance of Common Areas and Easements and Well" shall mean the exercise of reasonable care to keep any buildings, roads, landscaping, lighting, utilities and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weedfree environment for optimum plant growth.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the first Monday of November of each year thereafter, at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first

day following which is not a legal holiday. The first meeting of the Board of Directors of the Association shall be immediately succeeding the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address appearing on the books of the Association, or supplied by each member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of the proxies to case, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote either in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Vote Required. At every meeting of the members, the owner or owners of each unit or lot, either in person or by proxy, shall have the right to cast one vote, as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration," the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control.

Section 7. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- A. Roll Call
- B. Proof of notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- E. Reports of committees
- F. Election of officers or directors (if election to be held)
- G. Unfinished business
- H. New business
- I. Adjournment

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) directors nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year, three (3) directors for a term of two (2) years and three (3) directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect three (directors for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At each election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and Facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and to prescribe the duties to be undertaken and the compensation therefor, and authorize the purchase of necessary supplies and equipment and to enter into contracts with regard to the foregoing items or services;

(f) accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors; and

(g) delegate to and contract with a financial institution for collection of the assessments of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability insurance on property owned by the Association, and such other insurance which in the opinion of a majority of the directors may be necessary or desirable for the Association in addition to the insurance required to be carried by the Association as set forth in BECKETT BAY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS as recorded in O.R. Book 6586, pages 2269 through 2278, public records of Pinellas County, Florida, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the members of the Board of Directors;

(f) to cause the Common Areas and Easements to be maintained;

(g) to fix and determine the amount of special assessments for capital improvements as set forth in the Declaration described hereinabove, to send written notice of each special assessment to every owner subject thereto at least thirty (30) days in advance of the due date thereof, and to collect or cause to be collected such sum or sums as are deemed to be due by virtue of said special assessment; and

(h) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Committees.

A. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

B. Standing Committees. The Board shall appoint such standing committees as are required under the Declaration, the Articles or these By-Laws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine, in its discretion.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) 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; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: BECKETT BAY HOMEOWNERS ASSOCIATION INC., a Not-For-Profit Corporation.

ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendment while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

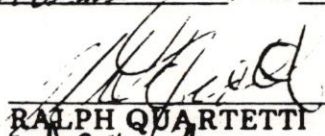
ARTICLE XIV Miscellaneous

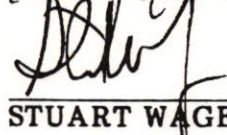
Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 2. Indemnification. The Association shall indemnify any officer or director or any former officer or director to the full extent permitted by law.

Section 3. Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers and directors liability insurance, insuring the officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

IN WITNESS WHEREOF, we being all of the directors of the BECKETT BAY HOMEOWNERS ASSOCIATION, INC., a Not-For-Profit Florida corporation have hereunto set our hands this 6th day of OCTOBER, 1987, for and on behalf of the Association.


RALPH QUARTETTI


STUART WAGER


LEAH E. SOEDER

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of BECKETT BAY HOMEOWNERS ASSOCIATION INC., a Not-For-Profit Florida corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 198__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 6th day of OCTOBER, 1987.


LEAH E. SOEDER

MOTION

I move that the Declaration of Covenants, Conditions, Restrictions, Easements for Beckett Bay, Originally recorded in O.R. Book 6586, Page 2269 and following pages, and the Declaration of Covenants, Conditions, Restrictions, Easements for the Club at Beckett Bay, Originally recorded in O.R. Book 6825, Page 634 and following pages, and all additional pertinent documents be preserved for thirty years (30) from this date and be recorded with the County of Pinellas.

Motion made by Terry McLane

Seconded by Rick Gabbert

Date 11-2-16

PASS ☒ **FAIL** ☐

NOTE: 2/3's (5) votes required to pass

NOTICE OF PRESERVATION OF THE
THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS
AND EASEMENTS FOR BECKETT BAY AND
THE DECLARATION OF COVENANTS CONDITIONS RESTRICTIONS
AND EASEMENTS FOR THE CLUB AT BECKETT BAY

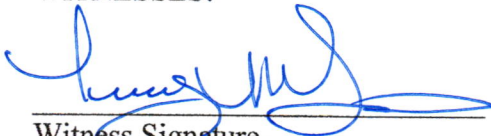
Pursuant to Florida Statutes §712.05, Beckett Bay Homeowners Association, Inc., whose post office address is c/o Toucan Property Management, 2105 Oak Circle, Tarpon Springs, FL 34689, files this notice, that the Declaration of Covenants, Conditions, Restrictions and Easements for Beckett Bay, originally recorded in O.R. Book 6586, Page 2269 et seq., and the Declaration of Covenants, Conditions, Restrictions, Easements for The Club at Beckett Bay, originally recorded in O.R. Book 6825, Page 634 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 Certificate of Authenticity as to the Articles of Incorporation and By-Laws of Beckett Bay Homeowners Association, Inc., and any amendments to same, is attached hereto as Exhibit "A" and incorporated herein by this reference.

Approval of the preservation of the Declarations of Covenants, Conditions, Restrictions and Easements was approved on November 02, 2016 by a vote of at least 2/3 of the members of the Board of Directors of Beckett Bay Homeowners 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 Beckett Bay Homeowners Association, Inc., pursuant to Florida Statute §712.06(b) and is attached hereto and made a part hereof as Exhibit "B".

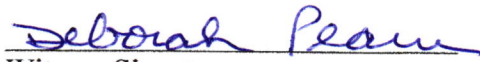
The Land affected by this Notice is as described in the Plat recorded in Plat Book 96, Pages 91 through 94, inclusive, of the Public Records in and for Pinellas County, Florida and the legal description attached hereto as Exhibit "C".

WITNESSES:



Witness Signature
Terry McLane

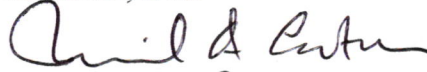
Printed Name



Witness Signature
Deborah Pearn

Printed Name

BECKETT BAY HOMEOWNERS
ASSOCIATION, INC.

By: 

Mariana A. Cornejo, as President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 2 day of November, 2016 by Michael Cortese, as President of BECKETT BAY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced driver's license as identification and did take an oath.

My Commission expires:

Shirley M. Ogle
Notary Public

