Joseph R. Cianfrone, Esq. Stephan C. Nikoloff, Esq.\* Tiffany A. Grant, Esq. Daniel J. Greenberg, Esq.

\*also admitted in PA

Jennifer M. Sinclair, Esq. Of Counsel

# CIANFRONE, NIKOLOFF, GRANT & GREENBERG, P.A.

ATTORNEYS AT LAW

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Tiffany@attorneyjoe.com

1964 Bayshore Blvd., Suite A



February 2, 2017

To the Owners Within Georgetown East

Re: Revitalization of Declaration of Covenants and Conditions for Georgetown East and

**Subdivision Restrictions:** 

Georgetown East Association, Inc.

Dear Owners:

Our firm represents Georgetown East Association, Inc., your Homeowners Association for Georgetown East.

It has been determined that the Declaration of Covenants and Conditions and the Subdivision Restrictions need to be revived or revitalized to avoid the effects of the Marketable Record Titles to Real Property Act ("MRTA") which may serve to extinguish the restrictions with respect to a given lot or lots within the community. MRTA ultimately has the potential effect of extinguishing deed restrictions that have been of record in excess of thirty years. There is a statutory procedure for revitalizing restrictions and other governing documents that have ceased to govern one or more lots as a result of MRTA and the Association is proceeding with this statutory procedure and needs your vote to ensure the continuing viability of the governing documents.

This letter is to serve as notice of the Association's intent to seek owner approval for revitalization of the governing documents (copies of which are enclosed) at a membership meeting to be held on February 21, 2017, at 6:00 p.m. at Safety Harbor Community Center, 650 9<sup>th</sup> Ave. S., Safety Harbor, FL 34695. The documents will be rerecorded in the public record after the revitalization process is complete and same has been approved by the Department of Economic Opportunity in accordance with Florida Statutes.

Pursuant to statute, an organizing committee has been established to oversee the revitalization of the governing documents and the names, addresses, and telephone numbers of the owners making up the organizing committee are as follows:

Jerrilee "Skip" Meadows 508 Haverhill Lane Safety Harbor, FL 34695 Telephone: 727-669-7906

E-Mail: <u>SkipMeadows@gmail.com</u>

Deborah J. White 502 Georgetown Place Safety Harbor, FL 34695 Telephone: 727-725-5144

E-mail: DebbieWhite1215@gmail.com

Marilyn M. Mabe 512 Roxbury Drive Safety Harbor, FL 34695 Telephone: 727-726-3794

E-Mail: MarilynMabe3@gmail.com

Jack Majewski 1302 Roxbury Drive Safety Harbor, FL 34695 Telephone: 727-726-1719

E-mail: NormaJackski@verizon.net

#### Enclosed please find the following documents:

- 1. Notice of Meeting;
- 2. Limited Proxy;
- 3. Declaration recorded at O.R. Book 6085, Page 1029 et seq., of the public records of Pinellas County, Florida;
- 4. Subdivision Restrictions Covering Georgetown East recorded at O.R. Book 6085, Page 1039 et seq., of the public records of Pinellas County, Florida;
- 5. Amendment to Declaration of Covenants and Restrictions Pertaining to Georgetown East, a Subdivision, recorded at O.R. Book 6085, Page 1046 et seq., of the public records of Pinellas County, Florida;
- 6. Articles of Incorporation for Georgetown East Association, Inc.;
- 7. By-Laws for Georgetown East Association, Inc.;
- 8. Amendment to By-Laws recorded at O.R. Book 6121, Page 1406 et seq., of the public records of Pinellas County, Florida; and,
- 9. Copy of the Plat for Georgetown East as these were the Lots made subject to the Declaration and Subdivision Restrictions when same were originally recorded and a list of owners and legal descriptions for the lots that will continue to be subject to the Declaration and Subdivision Restrictions upon same being revitalized.

It is requested that you complete the enclosed limited proxy and return same to Georgetown East Association, Inc., c/o Associa Gulf Coast, Inc., 9887 Fourth Street North, Ste. 301, St. Petersburg, FL 33702, prior to the date of the meeting or, in the alternative, that you attend the meeting. Voting YES in favor of revitalization will ensure that the Association continues to function and operate just as it always has and that the restrictions remain applicable to each and every lot within the community.

If you have any questions regarding the enclosed documents or the revitalization effort, please contact the organizing committee.

Sincerely,

Tiffany A. Grant

TAG:cmg Enclosures

# NOTICE OF MEETING OF MEMBERS/LOT OWNERS OF GEORGETOWN EAST ASSOCIATION, INC.

A meeting of the members of the Association/Lot Owners within Georgetown East will take place at the time and place indicated below for the sole purposes of voting on revitalization of the governing documents, specifically, to revive the Declaration of Covenants and Conditions for Georgetown East recorded at O.R. Book 6085, Page 1029 et seq., Subdivision Restrictions Covering Georgetown East recorded at O.R. Book 6085, Page 1039 et seq., and Amendment to Declaration of Covenants and Restrictions Pertaining to Georgetown East recorded at O.R. 6085, Page 1046 et seq., all of the Public Records of Pinellas County, Florida, and all amendments thereto, in accordance with Chapter 712 and Chapter 720, Florida Statutes:

Meeting Date:

Tuesday, February 21, 2017

Meeting Time:

6:00 p.m.

Meeting Location:

**Safety Harbor Community Center** 

650 9<sup>th</sup> Ave. South

Safety Harbor, FL 34695

Please provide a signed Limited Proxy, a copy of which is enclosed, indicating your vote in relation to the proposed revitalization so that a vote may be cast on your behalf at the meeting even if you are unable to attend the meeting. It is extremely important that you cast your vote on this matter and please be advised that submitting a Limited Proxy in advance of the meeting does not in any way limit your ability to attend the meeting in person. The Limited Proxy is revocable at any time prior to the vote being taken at the meeting.

IF THE PROPERTY IS OWNED BY YOU, AS A TRUSTEE, OR BY A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER FICTITIOUS ENTITY, PLEASE INDICATE THAT YOU ARE SIGNING AS A TRUSTEE, OFFICER, PARTNER, MANAGER OR MANAGING MEMBER AND SUPPLY DOCUMENTATION TO SUPPORT YOUR AUTHORITY TO ACT ON BEHALF OF THE TRUST OR ENTITY.

#### **AGENDA**

- 1. Establish a quorum
- 2. Proof of Notice of Meeting
- 3. Vote on Revitalization
  - a. Discussion
  - b. Motion to Revitalize
  - c. Tally votes
- 4. Adjournment

# GEORGETOWN EAST ASSOCIATION, INC. MEETING OF THE MEMBERS/LOT OWNERS LIMITED PROXY February 21, 2017 6:00 P.M.

TO: Secretary

Secretary of the Association, his or her designed filled in, the Corporate Secretary, or his or her with the power of substitution for and in the nameeting of the members of the Association, to Safety Harbor, FL 34695 on February 21, 2017	RESENTS, that the undersigned hereby appoints the corporate e, or, (if the blank is not designee shall serve as your proxy holder) attorney and agent me, place and stead of the undersigned, to vote as proxy at the be held at Safety Harbor Community Center, 650 9 <sup>th</sup> Ave. S., 7 at 6:00 p.m., and any adjournment thereof, according to the be entitled to vote if then present in accordance with the
This Proxy may be used for quorum pur	poses.
<u>Limited Powers</u> - I hereby specifically a the following matters only as indicated below:	authorize and instruct my proxy to cast my vote in reference to
O.R. Book 6085, Page 1029 et seq., the Su O.R. Book 6085, Page 1039 et seq., and t Pertaining to Georgetown East recorded at the Pinellas County, Florida, as same have been	ints and Conditions for Georgetown East, originally recorded in abdivision Restrictions Covering Georgetown East recorded at the Amendment to Declaration of Covenants and Restrictions O.R. Book 6085, Page 1046 et seq., all of the public records of a amended from time to time, be revitalized and re-recorded in rida so as to encumber and continue to encumber the various rided in Plat Book 92, Pages 22 through 25?
Yes, in favor of revitalization	No, not in favor of revitalization
	l acts and things that the proxy may do or cause to be done in above or any change, adjournment, or continuation of it, and
Dated:	
S	Signature of Owner/Designated Voting Representative
F	Printed Name of Owner/Representative
I	Lot #/ Property Address:
SUBSTI	ITUTION OF PROXY
The undersigned, appointed as proxy al for me in the proxy set forth above.	bove, does hereby designate to substitute
Dated:	Proxy

(In no event shall this proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given.)

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AMENDMENT

TO

OCT |

DECLARATION OF COVENANTS AND RESTRICTIONS

PERTAINING TO GEORGETOWN EAST

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010 17 60

A SUBDIVISION

TOTAL 17 90

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KNOW ALL MEN BY THESE PRESENTS that Premiere Group, Inc., hereinafter referred to as "Owner", is the owner and developer of certain real property located in Safety Harbor. Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The said Owner does hereby make the following Amendment to the Declaration of Covenants and Restrictions covering the said real property specifying that this Amendment shall constitute a covenant running with the land and that this Amendment shall be binding upon the said Owner and upon all persons deriving title by, through or under the said Owner, and upon his assigns and successors to title. These restrictions shall be for the benefit of and limitation upon all present and future owners of the real property described herein and shall be for the benefit of the City of Safety Harbor, Florida, a municipal corporation. These restrictions placed on the said land and constituting a covenant running with the land, are as follows:

- 1. That for such time that the lands comprising the development, known as Georgetown East, a Subdivision, (the Exhibit "A" lands.), as those said lands are further described in the site plan and accompanying documents for Georgetown East, a Subdivision, site plan as filed with the City of Safety Harbor, Florida, are used for residential purposes, this covenant shall remain in full force and effect.
- 2. That within the plat of Georgetown East, recorded in Plat Book 92, page 22 - 25, Official Records of Pinellas County, Florida, there are three (3) "hammerhead" street ends. That such street ends are designed to allow vehicles, including trash collectors, emergency vehicles, etc., to turn around and re-enter adjoining street areas.

To protect such essential ability, such street end areas shall be designated as "no parking" areas, and no parking by lot owners, guests, etc., shall be allowed in such areas.

-1-

The homeowners association for Georgetown East shall install and maintain appropriate "no parking" signs within said turn around areas.

The City of Safety Harbor is deemed to have a beneficial interest in these restrictions and no modifications or amendments of these restrictions may be effective without the joinder and consent of the City of Safety Harbor, which joinder and consent shall be solely within the discretion of the City of Safety Harbor. The City shall be fully entitled to enforce these restrictions.

These restrictions are placed upon this land in consideration of the City of Safety Harbor giving plat approval for Georgetown East.

Enforcement of these restrictions may be by action at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. The prevailing party to the action or suit shall be entiled to recover, in addition to costs allowed by law, such sums as the Court may adjudge to be reasonable for the services of its attorney, at trial or appellate levels. The City of Safety Harbor shall be entitled to institute enforcement of these restrictions under this paragraph pursuant to its beneficial interest in the restrictions.

Invalidation of any portion of these covenants by a judgment of a court of competent jurisdiction shall in no way affect any of the other provisions, which shall remain in full force and effect.

WITNESS WHEREOF, we have set our hands and seals this /

Signed, sealed and delivered in presence of:

PREMIERE

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF PINELLAS

Before me personally appeared Arlin Dell, to me well known,

and known to me to be the individual described in and who executed the foregoing Amendment to the Declaration of Covenants and Restrictions, as Vice President of the above named Premiere Group, Inc., and acknowledged to and before me that he executed such instrument as such Vice President and that the seal affixed to the foregoing Amendment to the Declaration of Covenants and Restrictions is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this Jf day of

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE \_ FEORIDA RY CORRESSION EXP. FEO 14,1989 BONDED THRU GENERAL THS. UND.

#### EXHIBIT "A"

COMMENCE AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND RUN S 00°01'15" W, 50.00 FEET: THENCE N 89°36'27" E, 1329.43 FEET: THENCE S 00°02'29" E, 1784.18 FEET TO THE POINT OF HEGINNING: THENCE RUN S 00°02'29" E, 856.28 FEET; THENCE S 89°47'46" E, 289.35 FEET: THENCE S 00°12'14" W, 712.57 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 11°02'17", A CHORD BEARING OF N 77°18'54" W, 63.48 FEET, AN ARC DISTANCE OP 63.57 FEET; THENCE N 71°47'46" W, 249.93 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 18°09'51", A CHORD BEARING OF N 80°52'42" W, 116.81 FEET, AN ARC DISTANCE OF 117.30 FEET: THENCE N 89°57'37" W, 146.64 FEET: THENCE S 00°02'23" W, 60.00 FEET: THENCE N 89°57'37" W, 436.20 FEET; THENCE N 00°02'23" E, 573.57 FFET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRA! ANGLE OF 18°00'00", A CHORD BEARING OF N 09°02'23" E, 18.89 FEET, AN ARC DISTANCE OF 119.38 FEET; THENCE N 18°02'23" E, 366.28 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 17°27'37", A CHORD BEARING OF N 26°46'11" E, 115.35 FEET; AN ARC DISTANCE OF 115.80 FEET; THENCE N 35°30'00" E, 345.79 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 17°27'37", A CHORD BEARING OF N 26°46'11" E, 115.35 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 17°27'37", A CHORD BEARING OF N 26°46'11" E, 115.35 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 10'11", A CHORD BEARING OF N 24°09'52" E, 106.14 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 20°40'17", A CHORD BEARING OF N 24°09'52" E, 106.14 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE POINT OF BEGINNING.

CONTAINING 25.144 ACRES, MORE OR LESS.

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#### 85206034

SUDIVISION RESTRICTIONS COVERING GEORGETOWN EAST

A SUBDIVISION OF PINELLAS COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92 AT PAGES 22 22 - 25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

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#### DEFINITIONS:

1. "Declarant" shall mean and refer to PREMIERE GROUP, INC., a Florida corporation.

- 2. "Grantee" or "Owner" shall mean the person, firm, corporation, or entity (one or more) to whom Declarant first conveys the land herein described or any part thereof and the Grantee's and Owner's heirs, executors, administrators, successors, assigns, and all persons, firms, corporations, or entities claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
- "Subdivision" shall mean the land subdivided as shown on the Plat of Georgetown East, recorded in Plat Book 92, at pages 22 - 25 , of the Public records of Pinellas County, Florida.
- "Common Area" shall mean real property as defined in Article I, Section 4, of the DECLARATION OF COVENANTS AND CONDITIONS.
- 5. "Lot" shall mean the parcel of real property as defined in Article I, Section G, of the DECLARATION OF COVENANTS AND CONDITIONS.
- 6. "Association" shall mean the corporation as defined in Article I, Section 1, of the DECLARATION OF COVENANTS AND CONDITIONS.
- "Residence" shall mean the single family unattached house defined in Article I, Section 6(a), of the DECLARATION OF COVENANTS AND CONDITIONS.

RESTRICTIONS THAT APPLY TO GEORGETOWN EAST, A SUBDIVISION OF PINELLAS COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 92, AT PAGES 22-25 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, ARE AS FOLLOWS:

#### 1. Land Use and Building Type:

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

#### 2. Dwelling Quality and Size:

No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivison, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic, architectural and structural aspects of the dwelling be restricted. The ground floor area of the main structure, exclusive of open porches, shall not be less than one thousand (1,000°) square feet for a one story building.

#### 3. Lot Area and Width:

No dwelling shall be erected on any parcel other than

This Instrument Prepared By and Return To: William J. Kimpton, Esquire 487 Mandalay Avenue Clearwater Beach, Florida 33515

within a Lot as described on the Plat of Georgetown East as recorded in Plat Book 92, pages 22 - 25 of the public records of Pinellas County, Florida.

#### 4. Easments:

Declarant, for itself and its grantees, legal representaives, successors and assigns, hereby reserves and is given a perpetual, assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use interior roadways and putter systems, electric and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna. security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc. and other convenience or utilities on, in, over and under all of the easements shown on or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) or on, in over and under each Lot or plot. Declarant shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines, etc. or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including but not limited to those designated on the Plat, are and shall remain private easements and the sole and exclusive property of Declarant and its grantees, legal representatives, successors and assigns, including but not limited to, the GEORGETOWN EAST ASSOCIATION, INC.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

GATES, FENCES OR HEDGES PLACED ON ANY LOT SHALL NOT PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

The easement area of each Lot shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company or GEORGETOWN EAST ASSOCIATION, INC., 19 responsible.

Each lot is afforded a twelve (12") inch overhang and gutter easement to accommodate those or similar encroachments relating to said or similar items constructed along the exterior wall of a residence which is constructed on a zero lot line. Additionally, each lot is afforded such easement as reasonably necessary over an adjoining lot as shall allow City Officials reasonable access throughout the subdivision to read utility meters, etc., and to accommodate reconstruction and normal maintenance.

#### 5. Wells:

No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lot in strict accordance with any and all applicable statutes and governmental rules and regulations pertaining thereto.

#### 6. Nuisances:

No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous

thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision, except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the GEORGETOWN ASSOCIATION.

#### 7. Temporary Structures and Use:

No structure of a temporary character, trailer, basement, 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, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed 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 unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No canvas, pipe or any other type of carport shall be constructed on any Lot.

#### 8. Oil and Mining Operations:

No oil drilling, oil development operations, oil refining, quarrying 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 chall be erected, maintained, or permitted on any Lot.

#### 9. Animals, Livestock and Poultry;

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, guineas, etc. shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this Section. Domestic pets such as dogs, cats and birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or an annoyance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on another Owner's Lot in Georgetwon East unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on any other Owner's Lot in Georgetown East, and placing them in a plastic tie bag and disposing of same in garbage containers.

#### 10. Signs:

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two square feet in size, shall not extend

more than three feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. However, when a home is "open for inspection" and when and only so long as the particular home is attended by a representative of the Owner, then and only then, a sign advertising such, which sign shall not exceed three square feet in size, and which shall meet all of the other requirements of this Section, may be displayed or placed. Declarant may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this Section.

(b) Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

#### 11. Architectural Control, Walls and Fences:

No building, wall, fences, satellite dish reception or private television antennae, or other structures shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, shape, heights, materials, colors 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 GEORGETOWN EAST ASSOCIATION, or by an architectural committee composed of three (3) or more persons appointed by the President of the GEORGETOWN ASSOCIATION. 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. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits.

No fence may be constructed on any lot or portion thereof which may inhibit, interrupt or interfere with front lawn outling and shrub care.

#### 12. Maintenance of Exterior of Owner's Property:

In the event an Owner of any Lot shall fall to maintain the exterior of his premises and the improvement situated thereon in a manner satisfactory to the Board of Directors, GEORGETOWN EAST ASSOCIATION, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by the GEORGETOWN EAST ASSOCIATION pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

#### 13. View Obstructions:

Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets.

#### 14. Clotheslines:

There shall be no clotheslines or other means of hanging clothes, clothing, linens, curtains, rugs, carpets, mops or laundry of any kind, or any other article, and no such item shall be hung on

or to the exterior of any buildings, walls, fences or other structures.

#### 15. Parking:

Each Lot shall be provided with designated parking space within the Lot's boundaries. No Owner shall blook, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner's Lot or any other portion thereof. No owner shall park his vehicle in the street for a period in excess of one (1) hour. Street parking is intended to be reserved for guest parking in the subdivision.

Parking or storage of commercial vehicles and recreational vehicles:

#### Restrictions.

Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the streets, alleys or parkways in Georgetown East for a period in excess of one hour unless:

a. Such vehicle is engaged in legitimate loading or unloading activities;

b. Such vehicle is parked in a covered garage or carport, completely screened from public view by storage in an enclosed structure or area; or

c. Such vehicle is or made necessary by actual physical impairment by the Owner of User thereof.

#### Definitions.

The term "commercial vehicle" for the purposes of this Rule and Regulation shall be defined as any one of the following classified vehicles:

State of Florida Vehicle Class

Descriptive Classification

Commercial Trucks

Bus for hire

Bus local

Bus

Nos. 31(over 1,500 lbs.), 32, 33 & 34 No. 35 No. 36 Nos. 37 & 38 Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48, & 49 Nos. 54(over 1,500 lbs.), & 55

& 49
Nos. 54(over 1,500 lbs.), & 55
Truck-Tractors
Trailer for hire (without a beat)
No. 56
No. 92
Ambulance, Hearse, Wrecker, privately owned School Bus
Tractor Crane

The term "recreational vehicle" shall be defined as any one of the following classified vehicles:

State of Florida Vehicle Tax Class

No. 51 Nos. 54(over 1,500 lbs.) & 55

Nos. 61, 62, 63 & 64

No. 93

Descriptive Classification

Mobile Home Trailer for hire (with boat attached thereto) Travel Trailer, Camp Trailer, Motor Coach Boats

#### 16. Water Softener:

Provided the design, construction and installation location shall have first been approved by the Declarant in writing, Owners may have water softener units installed. No such equipment shall be above ground level more than eighteen (18) inches.

#### 17. Unit Plates:

A plate showing the number of the home shall be placed on each home and, at the option and expense of the Owner, a nameplate showing the name of the Owner may also be placed on such home. However, the size, location, design, style, and type of material for each such plate shall be first approved by Declarant, in writing.

#### 18. Electrical Interference:

No electrical machinery, devices or apparatus of any sort, including but not limited to, television antennae, shall be used or maintained in any Lot which may cause interference with the television and radio reception in any other Lot.

#### 19. Mail:

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Declarant.

#### 20. Duty to Maintain:

All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a home, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

#### 21. Rights of Others:

Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

#### 22. Regulations:

Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the GEORGETOWN EAST ASSOCIATION in the manner provided by its Articles of Incorporation and By-Laws. Copies of the regulations and amendments thereto shall be furnished by the GEORGETOWN EAST ASSOCIATION to all Owners and residents of the Subdivision upon request.

#### 23. Restrictions Uniform:

These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Gwner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restriction and that he will exert his best efforts to keep and maintain the land in the Subdivision as an area of high standards.

#### 24. Remedies for Violation:

In the event of a violation or breach of any of these Restrictions, it shall be lawful for owners or the GEORGETOWN EAST ASSOCIATION:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Owner, GEORGETOWN EAST ASSOCIATION, their grantees, successors, or assigns, to enforce any Restriction or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

25. All of the Declarant's duties, rights and privileges hereinabove cited shall inure to the benefit of the GEORGETOWN EAST ASSOCIATION upon the election of a majority of the GEORGETOWN EAST ASSOCIATION Board of Directors by the Owners.

IN WITNESS WHEREOF, Premiere Group, Inc., a Florida Corporation, by its duly authorized Officers, executed this Declaration of Restrictions covering Georgetown East, a Subdivision in Pinellas County, Florida, according to the Plat thereof, as recorded in Plat Book 92, at pages 22-25, of the public records of Pinellas County, Florida. this fly day of finellas county, Florida.

Signed, Sealed and Delivered in the presence of:

PREMIERE GRQUP,

Dell, Presidenta.

(CORPORATE SEAL)

ATE OF FLORIDA

UNTY OF

The foregoing was acknowledged before methis day of the local of Premiere up, Inc., a Florida Corporation, on behalf of the Corporation Corporation.

> NOTARY PUBLIC ATE OF L'ACRIDA AT LARGE

My Commission Expires:

ROTARY PURIC STATE OF FEORIDA NY CONSIDERON EXP SES 14,1989 NOMBED INST CENTRAL INC. HON

TOT -11.00

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O.R. 6085 PASE 1029

(1)

DECLARATION OF COVENANTS AND CONDITIONS

DOT 1 3 BALLE AC

THIS DECLARATION, made on the date hereinafter set forth by PREMIERE GROUP, INC., a Florida Corporation, hereinafter referred to as "Declarant".

#### $\underline{\underline{W}} \ \underline{\underline{I}} \ \underline{\underline{T}} \ \underline{\underline{N}} \ \underline{\underline{E}} \ \underline{\underline{S}} \ \underline{\underline{S}} \ \underline{\underline{E}} \ \underline{\underline{T}} \ \underline{\underline{H}} \underline{:}$

WHEREAS, Declarant is the owner of certain property, known as GEORGETOWN EAST in the County of Pinellas, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant desires to provide for the maintenance, operation, repair and replacement of certain property (hereinafter referred to as "Common Area") for the benefit of Declarant and "Owners" as hereinafter defined.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the 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 Georgetown East Association, Inc., its successors and assigns, a non-profit Florida corporation.

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 GEORGETOWN EAST, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(a) Qwner of a Lot upon which a "residence" (as hereinafter defined) is constructed shall mean a "homeowner".

Section 3 "Properties" shall mean and refer to that certain property as described on Exhibit "A", and such additions and improvements thereon as may be reafter be built in GEORGETOWN EAST.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned or to be owned by the GEORGETOWN EAST ASSOCIATION, INC., (hereinafter referred to as "Association") for the common use and enjoyment of the Owners, including but not limited to that certain property as described on Exhibit "B" attached hereto and made a part hereof.

profit-Florida Corporation.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of GEORGETOWN EAST with the exception of the Common Area.

This Instrument Prepared By and Return To: William J. Kimpton, Esquire CASE, KIMPTON & BURKE, P.A. 487 Mandalay Avenue Clearwater Beach, Florida 33515

"Subdivision Plat pertaining hereto are filed to official Plat Book 92, pages 22 - 25, incl

(a) "Residence" shall mean a single story unattached single family house constructed upon a Lot.

Section 7. "Roadways" shall mean the interior dedicated paved roadway system contained within Georgetowns East described at Plat Book 92, at pages 22-25 of the public records of Pinellas County, including, but not limited to, all improvements thereon and gutter systems adjacent or attached thereto. Certain private streets are located in Georgetown East, and said private roads shall be maintained by the Georgetown East Homeowners Association, Inc.

Section 8. "Declarant" shall mean and refer to Premiere Group, Inc., its successors and assigns.

#### ARTICLE II

#### PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, any plat of all or any part or parts of the Properties including easements reserved or delineated therein, the Articles of Incorporation and By-Laws of the Association, and the Articles of Incorporation or any By-Laws of the Association;

(b) The right of the Association to suspend voting rights and right to use the common areas by 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 the rules and regulations adopted by the Association governing use and enjoyment of the Common Area;

(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 of the Association;

(d) Any and all restrictions covering GEORGETOWN

EAST.

Section 2, belegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area to the members of his family or his tenants.

Section 3. Ingress and Egress. A non-exclusive easement for access, ingress and egress is hereby created and reserved for pedestrian traffic over, through and across sidewalks, walks, bikeways, paved surfaces and lanes, as the same, from time to time, may exist upon the Lots as shown on the Plat of Georgetown East for each Owner, his family, tenants, guests, invitees, employees and agents and for the Association employees and agents and for public officials and employees and all other persons who make use of travel on the same for lawful purposes.

Section 4. Overhangs, etc. The developer intends that the lots in Georgetown East are to be developed as zero lot line unattached single family residences. Under this plan, residences will be constructed along the lot line on one (1) side of each lot. Accordingly, each lot owner is hereby granted an easement over each adjoining lot for roof overhangs, gutters and similar appurtenances which may encroach the said adjoining lot, or its airspace. The limit of this grant of easement is twelve (12") inches into any adjoining

#### ARTICLE III

MEMBERSHIP AND VOTING RIGHTS OF THE ASSOCIATION

(a) 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 said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.

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

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

#### (2) on January 1, 1988.

Section 3. Amplification. The provisions of this Declaration are amplified by the Articles of Incorporation and the By-Laws; provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of any conflict between this Declaration and the Articles of Incorporation or the By-Laws, this Declaration shall control.

#### ARTICLE-LY

#### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Maintenance of Common Area. The Association, as set forth herein, and in any other recorded restrictions, shall be responsible for the cost of management and administration of the Association's obligations and shall; as necessary, assess and collect from all lot owners the funds required for such purpose.

The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and those limited common areas which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

The Association has the right to grant permits, licenses, and easements oven the common areas in Georgetown East for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of Georgetown East.

Section 2. Maintenance of Common Areas. The Association, as set-forth herein and in any other recorded restrictions, shall be responsible for the actual or projected cost of common area required maintenance; including lawn cutting, weed control and maintenance of retention ponds, drainage swales and connecting drainage piping, structures and equipment, care and maintenance of entry monuments and landscape buffers, insurance, real estate taxes, utilities, maintenance, operation, and management of the common areas, and all other obligations of the association.

Section 3. Right of Entry. The Association is hereby granted a right of entry to each Lot to the extent reasonably necessary to discharge their duties of maintenance and repair or for any other purpose reasonably related to the performance of any duty imposed, or exercise of any right granted, by this Declaration. Such

right of entry shall be exercised in a reasonable manner at reasonable times, except in emergencies.

Section 4. Decorative Identification Sign. The Association's maintenance responsibilities shall extend to and include maintenance of the decorative identification sign, or signs, indicating entrance to GEORGETOWN EAST and all future similar signs.

Section 5. Contracts. The Association, prior to passage of control, is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party. This provision is not intended to relieve a unit owner from maintenance payment obligations.

Section 6. Information. The Association is required to make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, other rules concerning the project, and the books, recerds, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

#### ARTICLE V

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

(a) Annual assessments as hereinafter defined;

(b) Special assessments, not otherwise herein contained, against any particular Lot which are established, pursuant to the terms of this Declaration or pursuant to the terms of the Articles of Incorporation and By-Laws of the Association for capital improvements: and

(c) All excise taxes, if any, which may be imposed on all or any portion of the foregoing by law.

All such assessments, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment; together with interest and all costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' 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 assessment shall pass to an Owner's successors in title, only if expressly assumed by said successors:

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 Properties and for the improvement, management, operation and maintenance of the Common Areas, decorative identification sign(s), landscaped buffers existing now or in the future, the Roadways and paved areas held by the Association, and such emergency repairs as the Association shall deem necessary. The Association shall effectuate the foregoing purposes, in accordance with the Articles of Incorporation and By-Laws of this Association.

Section 3. Maximum Annual Assessment. Until January 1st of

the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Six and 60/100 (\$366.60) Dollars per Lot.

(a) From and after January 1st 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 (10%) percent above the maximum assessment for the previous year without 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.

Section 4. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 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 (60%) percent of all the votes of each class of membership 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 5. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. However, as long as there is Class B membership, the Developer will have the following option:

(a) The Developer may pay the annual assessment at the rate of twenty-five (25%) percent of the rate fixed for Class A membership on all unoccupied Lots owned by the Developer and, in addition, will pay the difference, if any, between the total annual operating expenses for the maintenance areas and the amount of assessments required to be paid pursuant to this Article; or

(b) The Developer may pay the full rate of assessment, at which time the obligation to pay the difference between expenses and assessments will cease.

(c) "Unoccupied Lots", as used herein for calculating the developer obligation to pay maintenance shall be limited to completed, but unoccupied residences which have received final certification of occupancy.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance of the first Lot. 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 bot 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 assessments, at the election of the Association, may be collected, in advance, on a biannually, quarterly, or monthly basis. 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 bot 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.

Section 7. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of fourteen (14%) percent per annum, together with a ten (10%) percent late fee administration charge. The Association may, at its election, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, or both. An election hereunder, shall not be a waiver of any right or other rights the Association may have either in law or equity. 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.

Section 8. Subordination of the Lien to Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any first mortgage securing an indebtedness which is amortized for monthly or quarter-annual payments over a period of not less than ten (10) years, and shall be subordinate to any mortgage held or insured by the Federal Housing Administration or held or guaranteed by the Veterans Administration, regardless of the period of amortization. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinquish 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 9. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner, shall be required to pay all the costs and expenses of such foreclosure; including reasonable attorneys' fees and appellate attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owners' title is divested by foreclosure. The Association shall has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, the Association may, in its discretion, obtain a personal judgement against the Owner thereof for such deficiency, in the same manner as is provided for foreclosure of mortgages on real property in the State of Florida.

Section 10. Homesteads. By acceptance of a deed thereto, the Owner of each Lot shall agree to waive any and all possible defenses of homestead protection in an action for the foreclosure of the lien for sums assessed pursuant to this Declaration.

#### ARTICLE VI

#### MISCELLANEOUS PROVISIONS

Section I. Enforcement. If any person, firm, corporation, or other entity shall violate or attempt to violate any of the Covenants and Conditions, it shall be lawful for Owners or the Association:

(a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such Covenants or Conditions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants or Conditions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, the Association, their grantess, successors or assigns, to enforce any Covenant, Condition or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Paragraph Headings. The paragraph headings contained in the Declaration are for reference purposes only and shall

not in any way affect the meaning, content or interpretation hereof.

Section 3. Severability. Invalidation of any one of these conditions, and covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

may be annexed to the Properties with the consent of two-thirds (2/3) of each class of Members of the Association.

Section 5. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by and any part or paragraph of the Covenants and Conditions or under the provisions of the Plat for so long as Declarant owns no less than twenty-five (25%) percent of the Lots or until 1 January 1987, whichever is earlier. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 6. Declarant's Rights. Declarant reserves and shall have the right to amend by recorded instrument this Declaration for the purpose of curing any error or ambiguity in corany inconsistency between the provisions contained herein.

Section 7. Term and Amendment. The Covenants and Conditions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time same 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 (90%) percent of the Owners, and thereafter, by an instrument signed by not less than sevepty live (75%) percent of the Owners. Any amendment which would affect the surface water management system, including the water management portions of the Common Area, shall require the prior written approval of the South Florida Water Management District. All amendments shall be certified and recorded among the Public Records of Pinellas County, Florida.

Section 8. Additional Covenants. No property Owner, without the prior written approval of Declarant, may impose any additional covenants or restrictions on any part of the land shown on the Plat.

Section 2. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

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

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 10. Insurance and Fidelity Bonds. The Association shall maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part Five, Insurance Requirements.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has bereunto set its hand and seal this 174 day of 1985.

Signed, Sealed and Delivered in the presence of:

PREMIERE

BY:

(CORPORATE SEAL

STATE OF FLORIDA COUNTY OF

The foregoing was acknowledged before me this 77 day of-the May 1985, by Arlin Dell, as year President of Premiere Inc., a Florida Corporation, on being for the Corporation.

ARY PUBLIC LORIDA AT LARGE

My Commission Expires:

BOTARY PUBLIC STATE OF FLORIDA HY COMBISSION EXP. FEB 18,1989 BORDED THRU GERRARA -186, 4-MA

EXHIBIT "A"

COMMENCE AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND RUN S 00°01'15" W, 50.00 FEET: THENCE N 89°36'27" E, 1329.43 FEET: THENCE S 00°02'29" E, 1784.18 FEET TO THE POINT OF BEGINNING: THENCE RUN S 00°02'29" E, 856.28 FEET; THENCE S 89°47'46" E, 289.35 FEET: THENCE S 00°12'14" W, 712.57 FEET; THENCE BY A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 11°02'17", A CHORD BEARING OF N 77'18'54" W, 63.48 FEET, AN ARC DISTANCE OF 63.57 FEET; THENCE N 71°47'46" W, 249.93 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 18°09'51", A CHORD BEARING OF N 80°52'42" W, 116.81 FEET, AN ARC DISTANCE OF 117.30 FEET; THENCE N 89°57'37" W, 146.64 FEET: THENCE S 00°02'23" W, 60.00 FEET; THENCE N 89°57'37" W, 146.64 FEET: THENCE N 00°02'23" E, 573.57 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 18°00'00", A CHORD BEARING OF N 09°02'23" E, 118.89 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 18°00'00", A CHORD BEARING OF N 26°46'11" E, 115.35 FEET; AN ARC DISTANCE OF 119.38 FEET; THENCE N 18°02'23" E, 366.28 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 17°27'37", A CHORD BEARING OF N 26°46'11" E, 115.35 FEET; AN ARC DISTANCE OF 115.80 FEET; THENCE N 35°30'00" E, 345.79 REET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET, A CENTRAL ANGLE OF 22°40'17", A CHORD BEARING OF N 24°09'52" E, 106.14 FEET; AN ARC DISTANCE OF 106.84 FEET; THENCE S 89°39'38" E, 281.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.144 ACRES, MORE OR LESS.

EXHIBIT "A"

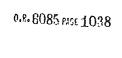


EXHIBIT "B"

#### COMMON AREAS GEORGETOWN EAST

THE COMMON AREAS OF GEORGETOWN EAST SHALL MEAN AND REFER TO "TRACTS"

A, B, C, D AND I, LOCATED IN A PART OF SECTION 34, TOWNSHIP 28 SOUTH),

RANGE 16 EAST, SAFETY HARBOR, AS SET FORTH ON THE PLAT OF GEORGETOWN

EAST, RECORDED IN THE PUBLIC RECORDS OF PINELLAS COUNTY, FLOREDA, IN

PLAT BOOK 92, PAGES 22 THROUGH 25

EXHIBIT "B"

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

# CERTIFICATE OF AUTHENTICITY AS TO THE ARTICLES OF INCORPORATION AND THE BY-LAWS FOR GEORGETOWN EAST ASSOCIATION, INC.

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

**GEORGETOWN EAST ASSOCIATION, INC.** is the Homeowners Association organized for the purpose of administering a development known as Georgetown East in Pinellas County, Florida, in accordance with that certain set of Restrictions for Georgetown East, recorded in O.R. Book 6085, Page 1029 et seq., O.R. Book 6085, Page 1039 et seq., O.R. Book 6085, Page 1046 et seq., as same have been amended from time to time, all of the Public Records of Pinellas County, Florida.

Γwo Witnesses as to President:		GEORGETOWN EAST ASSOCIATI	ON, INC.
	By:		
Witness Signature		, as ]	President
7/' D.' 121		Printed Name	
Witness Printed Name		ATTEST:	
Witness Signature			
Witness Printed Name		Printed Name	Secretary
STATE OF FLORIDA COUNTY OF PINELLAS			
, to me known to EAST ASSOCIATION, INC., and they se executed the same as such officers, under a	o be the Pre everally ack authority ve	, personally appearedsident and Secretary, respectively, of GEOR nowledged before me that they freely and sted in them by said corporation. They are and	GETOWN voluntarily personally
WITNESS my hand and official :, 201	seal in the	County and State last aforesaid, this	day of
My Commission Expites:	Not	ary Public, State of Florida	<del></del>



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

GEORGETOWN EAST ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on August 15, 1985.

The charter number for this corporation is N10717.

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

15th day of August, 1985

WP-104 CER 101

George Firestone Secretary of State

#### ARTICLES OF INCORPORATION

OR

GEORGETOWN EAST ASSOCIATION, INC. (a Florida corporation not for profit)

## ARTICLE I

The name of the Corporation is GEORGETOWN EAST ASSOCIATION, INC.

#### ARTICLE II

This Corporation is incorporated as a corporation not for profit under the provisions of Chapter 617, Florida Statutes, as amended from time to time.

#### ARTICLE III

The registered office and Post Office address of the Corporation shall be 2255 Beacon Place Drive, Safety Harbor, Florida, 33572.

#### ARTICLE IV

Robert C. Kimpton, whose address is 2104 River Parkway East, P.O. Box 448, New Port Richey, Florida, 33552, is hereby appointed the initial Registered Agent of this Corporation.

#### ARTICLE V

The purpose for which this Corporation is organized is to act on behalf of its Members in operating and governing Georgetown East and to have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes and By-Laws may now or hereafter have and exercise, including but not limited to, the following:

- (a) To join with other corporations or entities in becoming a Member of GEORGETOWN EAST ASSOCIATION, INC. (hereinafter referred to as "Association") the purposes of which are hereinbelow described:
- (b) To collect assessments from each Member for the maintenance, repair and replacement of the "Common Area", title to which shall be held by the Association, its successors and assigns, (said areas shall be as shown on the recorded Plat of Georgetown East, as recorded in the public records of Pinellas, County, Florida), and to assist the Association in promoting the health, safety and welfare of the residents using the above described property and any additions thereto:
- (c) Exercise all of the powers and privileges and to perform all of the duties and obligations of this Corporation as set forth in the DECLARATIONS OF COVENANTS AND CONDITIONS executed by PREMIERE GROUP, INC. for Georgetown East (hereinafter referred to as "Declarant") and to be filed in the Official Books and records of Pinellas County, Florida (hereinafter referred to as "Declaration"), and the SUBDIVISION RESTRICTIONS to be executed by Declarant and to be filed in Official Books and Records of Pinellas County, Florida (hereinafter referred to as the "Restrictions"), both applicable to the plat of the property 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;
  - (d) Collect and enforce payment by any lawful

means, all charges or assessments pursuant to the terms of the Declaration and Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against any properties of the Corporation; and

(e) Have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes and by law may now or hereafter have and exercise.

#### ARTICLE VI

The Members of the Corporation shall consist of all of the record owners of each and every fee or undivided fee interest in any Lot subject to the Declarations and to the Restrictions in Georgetown East. Membership shall be held by the person or entity, or in common by the persons or entities, owning such property interest. Membership in the Corporation is limited to Owner(s), as defined in Article I, Section 2 of the Declaration. Membership is automatically conferred upon acquisition of a Lot, as defined in Article I, Section 6 of the Declaration, and as evidenced by the filing of a deed to such Lot. Membership is an incident of ownership and is not separately transferable.

The Corporation shall have two classes of voting Membership:

Class A. Class A Member(s) 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 said persons determine, but in no event shall more than one vote be east with respect to any one Lot.

Class B. Class B Member(s) shall be the Declarant, which 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:

(1) when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or

(2) on 1 January 1988, whichever shall first occur.

#### ARTICLE VII

The term for which the Corporation is to exist in perpetual.

#### ARTICLE VIII

The affairs of the Corporation shall be governed by a Board of Directors, which Board shall consist of not less than three (3) and not more than seven (7) persons. With the exception of the initial Board, Directors shall be elected from among the Lot Owners; or if a Lot Owner shall be a corporation, partnership or trust, then an officer, partner, or beneficiary of such Lot Owner shall be qualified to be a Director. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and shall have all of the powers and duties referred to in the Statutes of the State of Florida respecting corporations not for profit.

Provisions for the election of Directors and provisions respecting the removal and resignation of Directors, and for filling vacancies in the Board, shall be established by the By-Laws.

#### ARTICLE IX

The initial Board of Directors of the Corporation shall consist of the following persons, each of whom shall serve until 31

December 1986 or the first regular meeting of the Membership, whichever shall first occur:

Arlın Dell P

2255 Beacon Place Drive Safety Harbor, Florida 33572

Robert C. Kimpton√

2104 River Parkway East

P.O. Box 448

New Port Richey, Florida 33552

Darlene Pittman 5

2104 River Parkway East

P.O. Box 448

New Port Richey, Florida 33552

#### ARTICLE X

The operation of the Corporation shall be governed by the By-Laws which are to be recorded among the Public Records of Pinellas County, Florida.

The By-Laws may be altered, amended or supplemented in any duly called meeting of the Members provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment;

(2) If the amendment has received the unanimous approval of the Board of Directors, then it shall be approved upon the affirmative vote of the Members casting a majority of the total votes of the Members of the Corporation;

(3) If the amendment has received less than unanimous approval by the Board of Directors, then the amendment shall be approved by the affirmative vote of the Members of the Corporation casting not less than seventy-five (75%) percent of the total vote of the Members of the Corporation;

#### and

(4) Said amendment shall be certified and recorded among the Public Records of Pinellas County, Florida.

#### ARTICLE XI

The affairs of the Corporation shall be administered by the President of the Corporation, assisted by a Vice President, a Secretary and a Treasurer, and if any, the Assistant Secretary and the Assistant Treasurer subject to the directions of the Board of Directors. The Board of Directors, or President with prior approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the exclusive, singular and unique operation or management of the Corporation, provided that no such person or principal or entity employed as managing agent or personnel of the Corporation shall be a Member of the Corporation.

The Board of Directors shall elect the Officers of the Corporation at the first meeting of the Board of Directors following the annual meeting of the Members. The President shall be elected from the membership of the Board of Directors, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the Office of President and Vice President shall not be held by the same person, nor shall the Office of President and Secretary or Assistant Secretary be held by the same person.

The initial Officers of this Corporation shall be as follows:

NAME TITLE

Arlın Dell President

Robert C. Kimpton Vice President

Darlene Pittman Secretary/Treasurer

#### ARTICLE XII

These Articles of Incorporation may be altered, amended, changed, added to or repealed, in the manner as herein set forth, at any duly called meeting of the Members of this Corporation provided that notice of the meeting is given in the manner provided for in the By-Laws and that the notice contain a full statement of the proposed alteration, amendment, change, addition, or repeal of any provision of these Articles, and that at such meeting there is an affirmative vote of three-quarters (3/4) of the Members, qualified to vote, present in person or by proxy in favor of said alteration, amendment, change, addition or repeal, provided that any amendment must be approved in writing by Declarant to have any effect if said amendment is passed prior to 1 January 1988.

#### ARTICLE XIII

This Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of the Corporation shall be distributed to its Members, Directors or Officers. This Corporation may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation, pursuant to Chaper 617, Florida Statutes, as amended from time to time, may make distribution to its Members, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income; provided, however, no compensation may be paid for services rendered solely in the capacity of a Director, Officer or Member.

#### ARTICLE XIV

The names and addresses of the incorporators of this Corporation are as follows:

NAME RESIDENCE

Arlin Dell 2255 Beacon Place Drive Safety Harbor, Florida 33572

Robert C. Kimpton 2104 River Parkway East
P.O. Box 448
New Port Richey, Florida 33552

Darlene Pittman 2104 River Parkway East P.O. Box 448 New Port Richey, Florida 33552

WE, THE UNDERSIGNED, being each of the incorporators hereinabove named, for the purposes of forming a Corporation not for profit pursuant to Chapter 617, Florida Statutes, do hereby subscribe to these Articles of Incorporation and have hereunto set our hands and seals this \( \sigma \) day of \( \sigma \).

ARLIN DELL

ROBERT C. KIMPTON

Darlene Pittman

STATE OF FLORIDA COUNTY OF

BEFORE ME, the undersigned authority, this day personally appeared Arlin Dell, Robert C. Kimpton and Darlene Pittman, who, after, being duly sworn according to law, depose and say that they are competent to contract and further acknowledge that they did subscribe to the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed.

IN WITHESS WHEREOF, I have hereunto set my Mand and official seal at a company, Florida, this the day of the country, 1985.

Notary Public State of Florida at Large

My Commission Expires:

Notary Public State of Florida at Large My Commission Expires Oct 18 1986

#### CERTIFIED BY INITIAL REGISTERED AGENT

Having been named as the initial Registered Agent of GEORGETOWN EAST ASSOCIATION, INC., I hereby agree to act in this capacity and agree to maintain said Corporation's initial registered office at 2104 River Parkway East, P.O. Box 448, New Port Richey, Florida 33552, and agree to comply with the provisions of the Florida Statutes relative to keeping open said office.

MULLITY THE ROBERT C. KIMPTON

FILED ALG 15 12 52 PH'85 SECRETARY OF STATE SECRETARY OF STATE

#### BY-LAWS

OF

## GEORGETOWN EAST ASSOCIATION, INC. (a Florida corporation not for profit)

#### ARTICLE I - IDENTITY

The name of this Corporation is GEORGETOWN EAST ASSOCIATION, INC.

The principal office of the Corporation is at 2255 Beacon Place Drive, Safety Harbor, Florida, 33572, or at such other place as may be designated from time to time by the Board of Directors.

#### ARTICLE II - PURPOSE

This Corporation is organized as an Association to exercise all powers granted to it as a Corporation under the laws of Florida, these By-Laws and the Articles of Incorporation.

#### ARTICLE III - DIRECTORS AND OFFICERS

#### A. DIRECTORS

- 1. The affairs of the Corporation shall be managed by a Board of Directors, composed of not less than three (3) nor more than seven (7) persons, as may be determined from time to time by the Voting Members (as defined in ARTICLE VI herein).
- 2. Directors shall be elected by the Voting Members at the annual meeting of Members and shall hold office until their successors are elected and shall qualify (except as to the first Board of Directors, whose members are designated in the Articles of Incorporation, and who shall serve pursuant to the terms of ARTICLE IX of the Articles of Incorporation).

At least ten (10) days before the annual meeting, a complete list of Voting Members together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the Corporation for ten (10) days prior to the election for the examination by any Member and shall be produced and kept at the time and place of election, subject to the inspection of any Member who may be present.

At the first annual meeting of the Members, three (3) Directors shall be elected for a term of one year.

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 or more Members of the Corporation. 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. Directors shall be Voting Members of the Corporation except that this provision shall not apply to the persons designated to be first Board of Directors by ARTICLE IX of the Articles of Incorporation or any successors appointed by Declarant. Election to the Board of Directors shall be by secret written ballot. At such election the Voting Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of ARTICLE VI herein.

No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all reasonable expenses sustained by him as such, if incurred upon the authorization of the Board.

#### B. OFFICERS

The Officers of the Corporation shall be: a President, one or more Vice Presidents, a Secretary and a Treasurer and such other Officers as the Board of Directors may designate. The Officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall elect the aforesaid Officers. Officers elected at the first meeting of the Board shall hold office until the next ensuing meeting of Directors following the next succeeding annual meeting of Members or until their successors shall have been elected and shall qualify.

#### C. RESIGNATION AND VACANCY

Any Director or Officer of the Corporation may resign at any time by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining Directors at their next special or regular meeting, by electing a person who shall serve until the next annual meeting of Members, at which time a Director will be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

#### D. EXECUTIVE COMMITTEE

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee to consist of three (3) or more Directors which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

### ARTICLE $\overline{\text{IV}}$ - POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Corporation shall have all power granted to it by law, the DECLARATION OF COVENANTS AND CONDITIONS to be executed by Declarant and to be filed in the Official Books and Records of PinellasCounty, Florida (hereinafter referred to as "Declaration"), the SUBDIVISION RESTRICTIONS to be executed by Declarant and be filed in the Official Books and Records of Pinellas County, Florida (hereinafter referred to as the "Restrictions"), and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration or Restrictions, the Articles of Incorporation, these By-Laws, or by law; and the aforementioned powers of the Corporation shall include, but not be limited to, the following:

- (1) All of the powers specifically provided for in the Declaration and Restrictions;
- (2) The power to levy and collect assessments, and to promulgate reasonable rules and regulations by the majority vote of the Board of Directors pursuant to Article VII, B3 herein.
  - (3) The power to levy and collect special

- (4) The power to remit moneys collected for the purpose of paying the Corporation's pro rata share of the maintenance expenses of the Common Area as defined in the Articles of Incorporation, Declaration, and Restrictions and of the Roadways as defined therein;
- (5) The power to enforce by any legal means the provisions of the Declaration, the Restrictions, Articles of Incorporation, and the By-Laws;
- (6) The power to collect delinquent assessments by suit or otherwise and to suspend the voting rights and right to use of the receational facilities contained in the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment. Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of the published rules and regulations for the Common Area;
- (7) The power to select depositories for the Corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, as otherwise provided by these By-Laws;
- (8) The power to exercise for the Corporation all duties and authority vested in or delegated to this Corporation and not reserved to the Membership by the Articles of Incorporation or other provisions of these By-Laws;
- (9) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind; and
- (10) The power to purchase Officers' and Directors liability (errors and omissions) insurance and the power to cause all Officers or employees having fiscal responsibilities to become borded, as the Board may deem to be necessary.

#### ARTICLE V - DUTIES OF OFFICERS

#### A. The President shall:

- (1) Act as presiding officer at all meetings of the Corporation and of the Board of Directors;
- (2) Call special meetings of the Board of Directors and of Members;
- (3) Sign all checks, contracts, promissory notes, deeds and other instruments on behalf of the corporation, except those which the Board of Directors specifies may be signed by other persons:
- (4) Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out; and
- (5) Appoint committees including but not limited to an architectural control committee, and to be ex-officio member of all committees, and render an annual report at the annual meeting of Members.

#### B. The Vice President shall:

- (1) Act as presiding officer at all meetings of the Corporation and of the Board of Directors when the President is absent;
- (2) Perform other acts and duties required of the President, in the President's absence; and

- (3) Perform such other duties as may be required of him by the Board.
- C. Should the President and Vice President be absent from any meeting, the Directors shall select from the Board a person to act as chairman of the meeting.

#### D. The Secretary shall:

- (1) Attend all regular and special meetings of the Members of the Corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done;
- (2) Have custody of the corporate seal and affix same when necessary or required;
- (3) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep Membership books;
- (4) Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board; and
- (5) Have custody of the minute book of the meetings of Directors and Members, which minute book shall at all times be available at the office of the Corporation for the information of Lot owners or their authorized representatives, and act as transfer agent to record transfers, and regulations in the corporate books. The Corporation shall retain the minutes for a period of not less than seven years.

#### E. The Treasurer shall:

- (1) Attend all meetings of the Membership and of the Board of Directors;
- (2) Receive such moneys as shall be paid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Corporation which he shall keep safely deposited:
- (3) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. He shall prepare and distribute to all Directors at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting, and make all reports required by law.
- (4) Cause an annual audit of the Corporation books to be made at the completion of each fiscal year.

In the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

# ARTICLE VI MEMBERSHIP

A. Membership in the Corporation is limited to Owner(s), as defined in Article I, Section 2, of the Declaration. Membership is automatically conferred upon acquisition of a Lot, as defined in Article I, Section 6, of the Declaration, and as evidenced by the filing of a deed to such Lot. Membership is an incident of ownership and is not separately transferable.

- B. There shall be one person with respect to each Lot ownership who shall be entitled to vote at any meeting of the Corporation. Said person is the "Voting Member". If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated in a certificate signed by all of the record Owners of the Lot, and filed with the Secretary of the Corporation. If a Lot is owned by a corporation, or partnership, and officer, partner or employee thereof entitled to cast the vote of the Lot for the corporation or partnership shall be designated in a certificate for this purpose, signed by the president or vice president, attested by the secretary or assistant secretary of the corporation or general partner of a partnership, and filed with the Secretary of the Corporation. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Corporation for a Lot owned by more than one person or by a corporation, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, except if said Lot is owned by a husband and wife. Such certificate shall be valid until revoked or until superceded by a subsequent certificate, or until a change in the ownership of the Lot concerned. If the Lot is owned jointly by a husband and wife, the following three provisions are applicable thereto:
- 1. They may, but they shall not be required to, designate a Voting Member:
- 2. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting; and
- 3. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

If a Lot is owned by one person, his right to vote shall be established by the recorded deed to the Lot. A vote of a Lot is not divisible.

- C. Membership in the Corporation may be transferred only as an incident to the transfer of title to a Lot and shall become effective upon the recording of a deed to such Lot.
- D. Membership shall terminate upon the transfer of title to a Lot.

ARTICLE VII - MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

# A. MEETINGS OF MEMBERS

All meetings of the Corporation shall be held at the office of the Corporation, or may be held at such time and place as shall be stated in the notice thereof.

ANNUAL MEETINGS: Annual Members' meeting shall be held at the office of the Corporation or may be held at such place as shall be stated in the notice thereof upon a date appointed by the Board of Directors, which shall fall on the first Tuesday in February each year. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Board shall appoint from time to time. The first annual meeting of the Members shall be held on the first Tuesday in February of the year following the year in which the Corporation is incorporated at such time as the Board of Directors shall designate. If the day of the first 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 Order of Business shall be as follows:

- (1) roll call of Voting Members;
- (2) proof of notice of meeting;
- (3) reading of minutes of last annual meeting;
- (4) reports of Officers;
- (5) report of committees;
- (6) election of Directors;
- (7) old business;
- (8) new business:
- (9) adjournment.

SPECIAL MEETINGS: Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from Voting Members of the Corporation owning ten (10%) percent of the Lots. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation prior to the meeting. A proxy shall be valid only for the meeting for which it was executed and shall entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor.

QUORUM: A quorum for the transaction of business at any annual or any special meeting shall consist of a majority of the Voting Members, represented either in person or by proxy; but the Voting Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

VOTING REQUIRED TO MAKE DECISIONS: When a quorum is present at any meeting the vote of a majority of the Voting Members present in person or by proxy shall decide any question brought before the meeting, unless the Articles of Incorporation or these By-Laws or any applicable statute provide otherwise, in which event the vote prescribed by the Articles or the By-Laws or such statute shall central.

#### B. DIRECTORS' MEETINGS

- 1. The organizational meeting of the Board of Directors shall be held at the office of the Corporation immediately following the adjournment of the annual meeting of Members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted.
- 2. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of one Director. All notice of special meetings shall state the purpose. All meetings, except during the tenure of the first Board, shall be open to all Lot Owners.
- 3. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at such meeting at which a quorum is not present shall be the acts of the Board of Directors. The presiding officer may adjourn from time to time, any meeting at which a quorum is not present, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be concluded without further notice.

# ARTICLE VIII - NOTICE

Written notice of annual and special meetings of the Members shall be given to each Owner at least fourteen (14) days prior to said annual or special meeting. Unless an Owner waives in writing the right to receive notice of the annual or special meeting by mail, the notice of the annual or special meeting shall be sent by mail to each tot Owner and the post office certificate of mailing shall be retained as proof of such mailing. An Owner may waive notice of meetings and may take action by written agreement without meetings.

# ARTICLE IX - PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of Florida.

# ARTICLE X - ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the assessments. Assessments include those expenses described in the Declaration and Restrictions, and any other expenses designated as assessments by the Board of Directors, under the authority and sanction of the Declaration and Restrictions.

The Board of Directors shall mail copies of the proposed annual budget of assessments to the Voting Members annually. So long as the initial Board remains in office or the Declarant is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than ten (10%) percent of the prior fiscal or calendar year's assessment without approval of two-thirds (2/3) of each class of Members qualified to vote in person or by proxy at a meeting duly called for this purpose.

Funds for the payment of assessments shall be assessed against and shall be a lien against the Lots in equal proportion or percentage.

Regular assessments shall be paid by the Members on the first of each month.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each Lot Owner. Assessments are payable at the office of the Corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the requirements of the maintenance, repair and replacement of certain property described in the Declaration, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessments of each Lot Owner of his proportionate share of any deficiency, if necessary. Notice of all changes in assessments shall be given to all Lot Owners.

Assessments are due on the dates stated in the notice of assessment, and thereafter, after being delinquent for ten (10) days, shall bear interest at fourteen (14%) percent per annum until paid.

In the event an assessment is not paid when it is due and payable, the Corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent Owner in any manner provided for by the Declaration, the Articles of Incorporation and these By-Laws. Each Lot Owner shall be individually responsible for the payment of assessments against his Lot and for

payment of reasonable attorneys' fees and costs incurred by the Corporation in the collection of sums due and the enforcement of any lien held by the Corporation, including attorneys' fees on appeals, if any.

If a Lot Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not earlier than fifteen (15) days after delivery of or the mailing of such notice to the Owner.

#### ARTICLE XI - FISCAL MATTERS

FISCAL YEAR: The fiscal year of the Corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

DEPOSITORIES: The funds of the Corporation shall be deposited in a bank or banks in Pinellas County, Florida, in an account for the Corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of such Officers or persons as may be designated by the Board of Directors. Said funds shall be used only for corporate purposes.

FIDELITY BONDS: Fidelity bonds may be required by the Board of Directors from all Officers and employees of the Corporation, and from the person, firm or corporation handling or responsible for Corporation funds. The premiums for such bonds shall be paid by the Corporation.

RECORDS: The Corporation shall maintain accounting records according to good accounting practices which shall be open to inspection by any Owner at reasonable times. Such records shall include a record of receipts and expenditures on account of each Owner, the amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the Corporation of their liens and to which lien holders the Corporation will give notice of default if required.

ANNUAL STATEMENT: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Corporation.

INSURANCE: The Corporation shall procure, maintain and keep in full force and effect all insurance required by the Declaration, Restrictions, Articles of Incorporation, By-Laws or by law.

#### ARTICLE XII - VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment by an Owner) of any of the provisions of the Declaration, Restrictions, the Articles of Incorporation, these By-Laws, or the Rules and Regulations of the Corporation, the Corporation, after reasonable notice to cure, not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief, and in the event of a failure to pay assessments, the right to foreclose its lien as provided in the Declaration and Restrictions; and in every such proceeding, the Owner shall be liable for court costs and the Corporation's reasonable attorneys' fees including attorneys' fees on appeals. If the Corporation elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot during litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect
or carelessness, or by that of any member of his family, or his or
their guests, employees, agents or lessees, as provided for by Florida
Law. Such liability shall include any increase in insurance rates
occasioned by use, misues, occupancy or abandonment of any Lot or its
appurtenances. Nothing herein contained, however, shall be construed
as as to modify any waiver by the insurance comany of rights of subrogation. The expense for any maintenance, repair or replacement
required, as provided in this Article, shall be charged to said Owner
as a specific item which shall be a lien against said Lot with the
same force and effect as if the charge were a part of the assessment.

#### ARTICLE XIII - AMENDMENT OF BY-LAWS

These By-Laws may be amended in manner as provided in Article X of the Articles of Incorporation of the Corporation.

#### ARTICLE XIV - VALIDITY

If any By-Law shall be adjudged invalid, such fact shall not affect the validity of any other By-Law.

#### ARTICLE XV - INDEMNIFICATION

Every Director and Officer of the Corporation shall be indemnified by the Corporation to the full extent permitted by law against all expenses and liabilities, including attorneys' fees reasonably incurred by or imposed upon him, including attorneys' fees on appeal, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such eases wherein the Director or Officer is adjudged guilty of breach of his duties; provided that all settlement must be approved by the Board of Directors as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled under law.

# ARTICLE XVI - LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of ownership of a Lot or Membership in the Corporation shall not relieve or release any such former Owner or Member from any liability or obligations incurred under or in any way connected with Georgetown East Association, Inc., during the period of such ownership and membership, or impair any rights or remedies which the Corporation may have against such former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

# ARTICLE XVII - MORTGAGE REGISTER

The Corporation may maintain a register of all mortgages, and at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid Assessments or violations served upon an Owner to said mortgagee. If a register is maintained, the Board of Directors may make such charge as it deems appropriate against the applicable Lot for supplying the information provided herein.

# ARTICLE XVIII - CONSTRUCTION TO BE CONSISTENT WITH DECLAPATION

These By-Laws and the Articles of Incorporation of the Corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration.

The foregoing was adopted as the By-Laws of GEORGETOWN EAST ASSOCIATION, INC., a corporation not for profit,

under the laws of the State of Florida, at the first meeting of its Board of Directors.

STATE OF FLORIDA

COUNTY OF

BEFORE ME, the undersigned authority, personally appeared Arlin Dell and Darlene Pittman, as President and Assistant Secretary, respectively, of Georgetown East Association, Inc., a Florida corporation not for profit, to me known to be the persons who executed the foregoing instrument and who acknowledged before me that they executed the same in the name of and for said corporation and that they were authorized to do so.

WITNESS my hand and official seal in County and State last

aforesaid this 4 hday of System Scaf 1989.

NOTARY PORTE

My Commission Expires:

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Caso TT Chp 9.00 40 Rec \_\_ 41 NS 43 Int Test

AMENDMENT TO BY-LAWS

PERIAINING TO GEORGETOWN EAST A SUBDIVISION

14 14761797 72 1 24N085 40 9 00 TOTAL 9 00 CHK

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KNOW ALL MEN BY THESE PPESENTS that Premiere Group, Inc., hereinafter referred to as "Owner" is the owner and developer of certain real property located in Safety Marbor, Florida. The said Owner does hereby make the following Amendment to the By-Laws covering the said real property specifying that this Amendment shall confittitte o covenant running with the land and that this Amendment shall be binding upon the said owner and upon all persons deriving title by, through or under the said owner, and upon his assigns and successors to title

The following Amendment to the By-Laws to Article V. Section E. as recorded at the Pinellas County Circuit Clark DP6085pg. 1029, October 13, 1985, shall be amended to read as Follows

The Treesurer shall:

- Attend all meetings of the Membership and of the Board of Directors:
- Receive such monies as shall be peid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Corporation which he shall keep safely deposited:
- (3) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. He/shell prepare//ang//distribute/to/dil/Directors/at/least/fon/fid/dodds/pribr to//each//annuel/secting://and/whenever/else/required://a/sussety/of/the [inantial//iransactions//and//condition//of//the//Cordoration//for/the preceding//gear. He shall make a full and accurate report on matters and business pertaining to his office to the Members at the annual meeting, and make all reports required by law.

(4) CERRELAN/ENMET/ERETALABLACTON/RECKE/CO bd//dadd//at//the/completion/of/dath/fietal/west. Financial Reports within 60 days following the end of the fiscal or calendar year, the board of administration of the association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classification including if applicable, but not limited

to, the following-

- (a) Costs For security.
- (b) Professional and management fees and expenses,
- (C) Taxes.
- (d) Expense For utility services,
- (e) Expenses for lawn care.
- (£) Insurance costs,
- (a) Administrative and salary expenses, and
- General reserves, maintenance reserves, and deprecistion reserves.

In the event the Corporation anters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors

85191539

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A SUBDIVISION BEING A PART OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST SUBDIVISION BEING A PARBOR, PINELLAS COUNTY, FLORIDA

PINELAS CONTY, FLORIDA, NUD KON 500°01'15"W, 50.00 PEET; THENCE N09°36'27"E, 1329.43 PEET; THENCE 500°02'129"E, 1767.18 PEET TO THE FOLNT OF BESINNING; THENCE KUN 500°02'29"E, 856,28 FEET; THENCE 589°47'46"E, 289,35 FEET; THENCE 500°12'14"W, PEET, A CENTRAL ANGLE OF 11°02'17", A CHOND BEARING OF N77º18'54"W, 63.48 FEET, AN ARC DISTANCE OF 63.57 PEET; THENCE N71°47'46"W, 249.93 PEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 370,00 PEET, A CENTRAL ANGLE OF 18°09'51", A CHORD BEARING OF N80°52'42"W, 116.81 FEET, AN ARC DISTANCE OF 117.30 FEET, THENCE CENTRAL ANGLE OF 27°00'00", A CHORD BEARING S76°32'23"W, 144.74 FEET, AN ARC RIGHT HAVING A RADIUS OF 350,00 FEET, A CENTRAL ANGLE OF 27°00'00", A CHORD BEARING S76°32'23"W, 182.09 PEET, AN ARC DISTANCE OF 183.78 FEET; THENCE N89°57'37"W, 80.97 FEET; THENCE NO0°02'18"E, 60.00 FEET; THENCE 589°57'37"E, 80.97 FEET; THENCE BY A CURVE TO THE LEFT HAVING A RADIUS OF 330,00 FEET, A CENTRAL NAMELE OF 27°00'00", A CRORD BEARING N76°32'23"E, 154,07 FEET, AN ARC DISTANCE OF A RADIUS OF 370,00 FEET, A CENTRAL ANGLE OF 27°00'00", A CHORD BEARING N76°32'23"E, 172.75 FEET, AN ARC DISTANCE OF 174,36 PEET; THENCE 389°57'37"E, HAVING A RADIUS OF 380.00 PEET, A CENTRAL ANGLE OF 18°00'00", A CHORD BEARING OF NO902123"E, 118.89 FEET, AN ARC DISTANCE OF 119.38 FEET; THENCE N1802123"E, 366.28 FEET; THENCE BY A CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 17°27'37", A CHORD BEARING OF N26°46'11"E, 115,35 FERT; AN ARC DISTANCE OF 115.80 FEET, THENCE N35"30"10"E, 345.79 FEET, THENCE BY A CORVE TO THE LEFT HAVING A PADIUS OF 270,00 PEZZ, A CENTRAL ANGLE OF 22°40'17", A CHORD BEARING OF N24"09'52"E, 106.14 PEET, NN PAC DISTANCE OF 106.84 PEET; THENCE 589"39'38"E, LEGAL DESCRIPTION

COMENCE AT THE NORTHWEST CORNER OF SECTION 34, TOWNSITP 28 SCOTH, PANSE 16 ENST. N89°57'37"W, 146.64 FEET; THENCE S00°02'23"W, 60.00 FEET; THENCE N89°57'37"W, DISTANCE OF 146.08 FEET; THENCE S63°02'23"W, 77.54 FEET; THENCE BY A CURVE TO THE 155.51 PEET; THENCE NG3 02'23"E, 77,54 PEET; THENCE BY A CURVE TO THE RIGHT HAVING 106,14 FEBY; THENCE NO0°02'23"E, 513,57 FEBT; THENCE BY A CURVE TO THE RIGHT 542.34 FEET; THENCE BY A CUINVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET,

PLANNING AND ZONING BOARD APPROVAL

approved by the planting and example board of the city of safety handor, finelias  $\frac{\partial L}{\partial x}$  iny of example  $\frac{\partial L}{\partial x}$  in or  $\frac{\partial L}{\partial x}$  iny of example  $\frac{\partial L}{\partial x}$  in  $\frac{\partial L}{\partial x}$ .

CERTIFICATE OF APPROVAL OF COUNTY CLERK

COUNTY OF PINELLAS STATE OF PLORUDA

requirements of the sume of florida premiung to has no plats, no that this fact has been filed for records of physics count, florid his II— dut of II— dut of II— II of IICERTIFY THAT THE PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE I, KARLEEN F. DEBLAKER, CLERK OF THE CIRCUIT COURT OF PINELIAS COUNTY, FLORIDA, HERBEY

KARCEEN P. DEBLAKER, CLERK

PINEZLAS COUNTY, FLORIDA

IN O. R. BOOK 66 744

MILEEN F. D. BL

BX - John Blee Sepury Gooth appoind by the city manage for the city of safety hasor, pinelage count, eighth, this  $\frac{L^2L_{\rm c}}{L_{\rm c}}$  day of  $\frac{L_{\rm c}L_{\rm c}}{L_{\rm c}}$  and 1985, from the train is filled in the degree of the clear of the city court of pinelage count, electin, which one CITY MANAGER APPROVAL

CITY MANAGER (1) MONTH FROM THE DATE OF HIS APPROVAL.

Linga Lawn East Subungui His C. I REGINED IN Q. R. DOOK 2159 PAGE 757 CARLEEN F. Do BLAKER Cloth Court ON (2.2)

hay require for draines, châle 9,v., and other utility puroses and the installation and maintening higher. Thact "1" is also herry reserved for an VESTICLES AND PUBLIC OPPICIALS, AND AS WORE PULLY PROVIDED FOR IN THE SALD INCLARATION OF CONFERENCE OF THE COM-PROPERTY HERBY FLATED AS "GEORGETONN EAST", TRACTS "A", "B", "C", "D" AND "I" AS SHOWN ON THIS PLAT WILL BE HART OF THE COPPON AREAS AND WILL HE CONVEXED TO CONDITIONS AND RESTRICTIONS. SOCY CONVEYINCE WILL BE BY SEPARCE INSTIGUENT AT A LATER DATE, BUT PRICE TO RECEIVING A CRETEFICATE OF OCCUPANCY TO ANY DMELLING TRACTS "A", "B", "C", "D" AND "I" ARE HEREBY RESERVED FOR EASEMENTS FOR THE USE OF PINELLAS COUNTY AND THE UTILITY COMPANIES AS THEY easement for ingress and bgress of owners within said stedivision, emergency THE HOMEOWNERS ASSOCIATION SPECIFIED IN THE DECLARATION OF CONVENANTS, NON AREAS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION THE UNDER-SIGNED FOR THE PLEICE IN SENISTRAL.

SENISTRALED FOR THE PLEICE IN SENISTRAL.

SEAL

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ACKNOWLEDGEMENT

COUNTY OF PINELLAS ) SS

GROUP, INC., A PLORIDA CORPORATION TO ME KNOWN AND KNOWN TO HE TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE PURBOING CRETIFICATE OF DEDICATION AND ACKNOMEDICES A.D., 1985, BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONNLY APPEARED ARTH L. DELL, VICE PRESIDENT, THE PREMIERE THE EXECUTION THEREOF TO BE HIS PREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN 9th Day OF Buly I HEREBY CERTIFY THAT ON THIS.

WITHES MY HAND AN OPFICIAL SEAL AT PINELLAS COUNTY, FLORIDA, THIS 94 DAY , 1985.

Notey Public, Deco of Florida 1 LCCC MY COMMISSION EXPIRES:

APPROVED BY THE CITY COMMISSION OF SAPETY HARBOR, PINELLAS COUNT, FLORIDA, THIS COV. DAY OF Applement. 1, A.D., \$125 CITY COMMISSION APPROVAL

RESOLUTION OF PARTENL

AFFIDAVIT OF CORRECTION

SURVEYORS CERTIFICATE

I, EMEL L. PHELIEP, JR., THE SHIPENOR MACINO THIS ELECT, HENENY CRETTEY THAC IT IS A TRUE AND CORRECT REPRESENTATION OF A SIMPEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT SUCH SHWEY IS ACCIDENTE TO THE BEST OF MY RACHEAGE NED BELLEP, THAT PERMINENT REFERENCE MANIMENTS (P.R.M. 'S) HAVE BEEN FLACED AS REQUIRED BY LAW, AND THAT FURTHER CERTIEY THAT THE PLAT MEETS ALL MATERIAL, IN COMPOSITION REQUIRED BY FLORIDA THE SURVEY DATA COMPLIES WITH ALL NEGULEBRENTS OF CHAPTER 177, ELCRINA. STRUCKS AND I STATUTE 177,091.

Earl 4. Registrer, JR., R.S.

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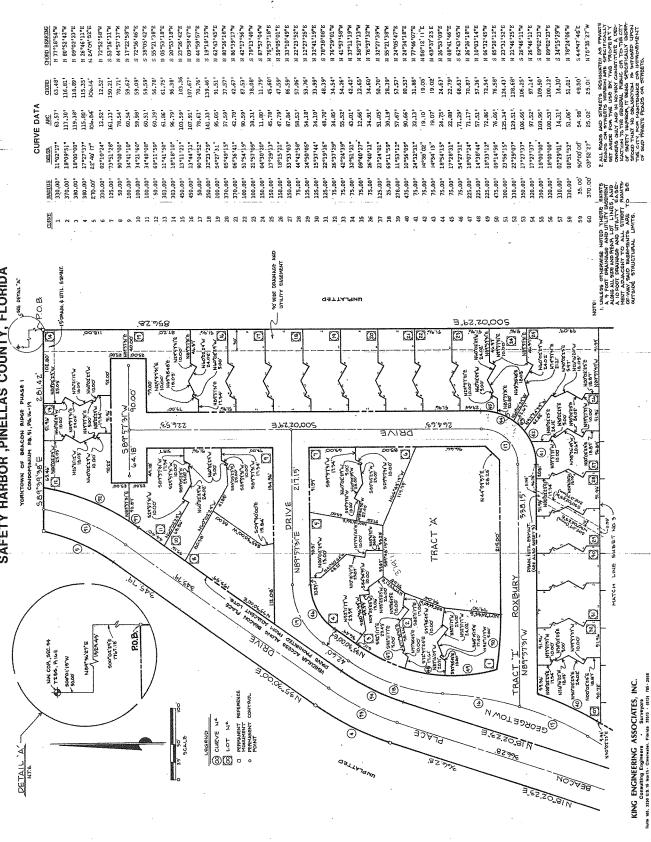


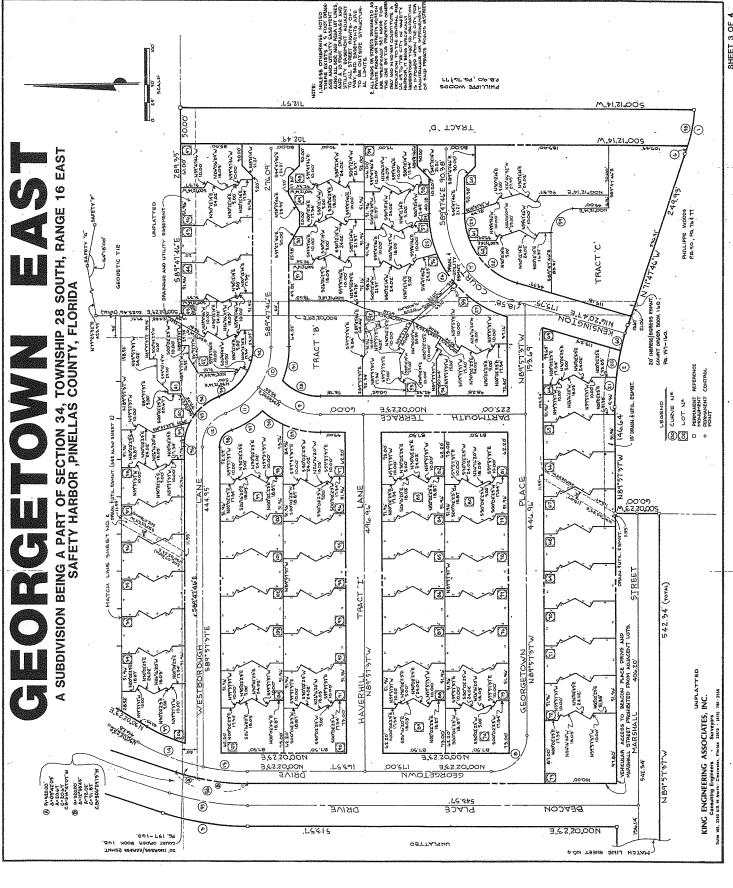
DATE OF SURVEY

KING ENGINEERING ASSOCIATES, INC.
Consulting Engineers Surveyors
205, 2350 US. 19, North - Cherwater, Florida 23515 - (812) 735-2351

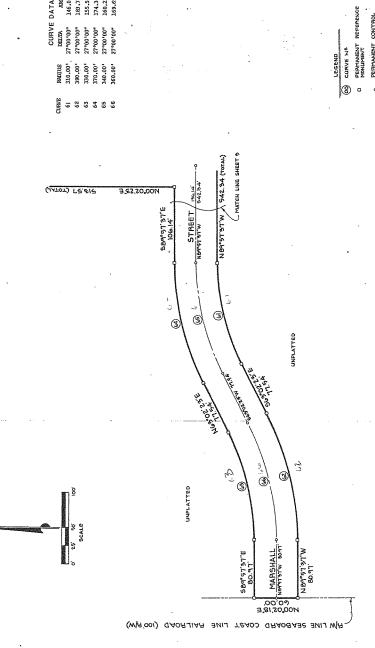
SHEET 1 OF 4

A SUBDIVISION BEING A PART OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST SUBDIVISION BEING A PARBOR, PINELLAS COUNTY, FLORIDA





A SUBDIVISION BEING A PART OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 16 EAST SAFETY HARBOR, PINELLAS COUNTY, FLORIDA



KING ENGINEERING ASSOCIATES, INC.

# GEORGETOWN EAST Legal Description of Properties Subject to Declaration

#### SOLER, COLLEEN K.

Lot 1, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida DAVISON, CHESTER A. and PATRICIA E.

Lot 2, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida MORGANSTEIN, JUSTIN W. and GLORIA R.

Lot 3, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida JONES, HEATHER S.

Lot 4, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida HUFFER, CYNTHIA L.

Lot 5, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida BARTOSZEK, KAREN H.

Lot 6, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida WRIGHT, ANDREW and LAURIE S.

WRIGHT, ANDREW and LAURIE S.

Lot 7, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

STAMPER, GINA KAY

Lot 8, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida MANN, FRANK V. and KATHERINE F.

Lot 9, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida STATHIS, CYNTHIA A.

Lot 10, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### THOMPSON, DANIEL B. and ALISON

Lot 11, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### NORRIS, VIRGINIA

Lot 12, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WATSON, LEWIS J.

Lot 13, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### BONVINO, LOUIS A. and SHIRLEY A.

Lot 14, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### 1304, LLC

Lot 15, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# MAJEWSKI, JOHN A. as Trustee of the JOHN A. MAJEWSKI LIVING TRUST and

#### MAJEWSKI, NORMA O. as Trustee of the NORMA O. MAJEWSKI LIVING TRUST

Lot 16, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# WHITE, GREGORY M. and YAUCH, JEFFREY A.

Lot 17, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# KONDROTAS, JOHN P. and GAMBLE, MARY G.

Lot 18, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# AVERY, SHARON

Lot 19, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### HAYES, ALLEN and APRIL

Lot 20, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### STIEGLER, ROBERT T. and ALLISON, WILLIAM L.

Lot 21, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### COLE, ROBERT F. and DAVIDSON, HARRY R.

Lot 22, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

## RODGERS, ROCHELLE M.

Lot 23, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# LARSON, MARY J. as Trustee of THE MARY JANE LARSON REVOCABLE TRUST

Lot 24, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### HARRIS, JULIA

Lot 25, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### HUNT, JASON

Lot 26, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### BLAKLEY, CASSANDRA E.

Lot 27, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### GOMEZ ELOUISE L. and LUIS

Lot 28, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### 506, LLC

Lot 29, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### FEIHL, JULIE L. and WILLIAM

Lot 30, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### PROCUNIAR, DIANA

Lot 31, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### MABE, MARILYN M.

Lot 32, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### POLAO, JANET and ERNEST

Lot 33, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### BATTE, PRYOR H. III and HERMINE

Lot 34, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### LEDBETTER, DAVID and PAMELA

Lot 35, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### CSH 2016 1 BORROWER, LLC

Lot 36, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### LUCCABUE, RICHARD M.

Lot 37, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### SMITH, PAMELA K.

Lot 38, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### AYOTTE, ROGER A. and JOAN L.

Lot 39, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# MALOZZI, JOSEPH C. and JACQUELYN L.

Lot 40, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### HANSEN, JAMES E. as Trustee of the JAMES E. HANSEN TRUST U/T/D 09/22/16 and

## CASEY, JILL M.

Lot 41, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### KADLEC, SANDRA S.

Lot 42, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### BLOCK, ROTH M.

Lot 43, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WILSON, ROSETTE S. as Trustee of the WILSON REVOCABLE JOINT TRUST AGREEMENT

Lot 44, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### TISCHENDORF, DIANA J.

Lot 45, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# RUSCH, DOLORES M. and HAROLD F. as Trustee of the DOLORES M. RUSCH TRUST

Lot 46, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### STAFFORD, KATHRYN A.

Lot 47, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# GEORGE, JEFFREY M. and HEATHER P.

Lot 48, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WRIGHT, EVELYN M.

Lot 49, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### DE LA PENA, KETTY, as Trustee of the KETTY DE LAW PENA LIVING TRUST

Lot 50, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### HAIST, MELISSA

Lot 51, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### SIEMBIEDA, MARGARET S.

Lot 52, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### **VOLPE, JENNIFER**

Lot 53, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### THE RUTH Y. FRUGE REVOCABLE LIVING TRUST U/T/D 06/30/2011

Lot 54, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### 407, LLC

Lot 55, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### DIMITROVA, SONIA T. and EMIL

Lot 56, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WALKO, JOAN and BUSHEE, PAUL

Lot 57, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### EDWARDS, DONNA M.

Lot 58, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### FULLER, TERESA; MCCRANIE, CATHERINE F. and ADAM

Lot 59, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### RUBENSTEIN, ADELE R.

Lot 60, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# MCFAUL, FRED A.; HEESOCK, HELEN YI; YI, MAY and MINDY

Lot 61, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### FRASH, MARCIA A. and MCCANCE, SCOTT C.

Lot 62, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### REID, JEANETTE M.

Lot 63, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### SIBR, KATHLEEN G. as Trustee of THE KATHLEEN G. SIBR TRUST U/T/D 07/14/1998

Lot 64, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

POTAK, BARRY M. and EILEEN K., as Trustees of BARRY M. POTAK AND EILEEN POTAK LIVING TRUST AGREEMENT Lot 65, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WHITE, DEBORAH

Lot 66, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# RIPPON, JOHN W. as Trustee of JOHN W. RIPPON LIVING TRUST

Lot 67, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

## DOUGLAS, ALAN D.

Lot 68, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# JAEGER, CHARLES E. and LEANNE K.

Lot 69, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### BROWN, JANICE L.

Lot 70, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### TORTORELLI, JOSEPHINE as Trustee of the JOSEPHINE TORTORELLI LIVING TRUST

Lot 71, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### NEWMAN, EDWARD C. and LE CLAIR, CHERYL E. and GALLAND, VICTORIA R. and

#### GALLAND, VICTORIA R. as Trustee of the VICTORIA R. GALLAND TRUST U/T/D 10/27/2015

Lot 72, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### SWISHER, SETH M. and MEGAN E.

Lot 73, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### POTTER, PENNI S.

Lot 74, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### ARGYLE MANAGEMENT, INC.

Lot 75, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# PLUNKETT, MICHELLE

Lot 76, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WILLIAMS, BONNIE L. and SIBEN, PHILLIP M.

Lot 77, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WILSON, MICHELE L.

Lot 78, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### DOLLARD, THERESA A.

Lot 79, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# GASPARRE, CAROL

Lot 80, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### GRAY, SAM A. and LUCINDA A.

Lot 81, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### GRAY, SAM and LUCINDA

Lot 82, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### KING, JAMES S. and ELWANDA

Lot 83, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### VERONICK, EDWARD F, and DONNA

Lot 84, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

BRINKERHOFF VAN LOOZEN, DIANE as Trustee of THE DIANE BRINKERHOFF VAN LOOZEN REVOCABLE TRUST Lot 85, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### MEADOWS, ROBERT T. and JERRILEE

Lot 86, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### WHEELER, ROBERTA

Lot 87, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# GRAC, VERONIQUE F. and BOTOUROGLOU, MICHAEL

Lot 88, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### JOLIVET, NORMAN A. and MARILYN J.

Lot 89, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### LORENCES, ANN M.

Lot 90, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# CONNELL, THOMAS P. IV

Lot 91, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### CIMINO, ERICA

Lot 92, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# BENYO, JEROME G.

Lot 93, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### RAKESTRAW, JANE M.

Lot 94, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# WERTHMAN, MICHAEL THOMAS and BLAKE, JESSICA MARIE

Lot 95, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### DIPIERO, MARC

Lot 96, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### PLATT, LORETTA G.

Lot 97, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### STERN, MARVIN A. and DOROTHY L.

Lot 98, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### LAFAYE, EDWARD E. and PATRICIA J.

Lot 99, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### BAKER STEVEN A

Lot 100, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### MARSHBURN, JOHN and KRISTIN

Lot 101, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

## TREIB, PATRICIA K. as Trustee of the Trust Agreement U/T/D 03/26/1993

Lot 102, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### NICELY, MARK R. and DENISE L.

Lot 103, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### MARSHALL, JAMES and LINDA

Lot 104, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### DOYLE, MARY HADDON

Lot 105, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

#### LARA, VICTORIA ROMERO

Lot 106, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida

# SMITH, CAROLYN J.

Lot 107, Georgetown East, according to the Plat thereof, recorded in Plat Book 92, Pages 22 through 25, Public Records of Pinellas County, Florida