

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

**NOTICE OF REVITALIZATION OF  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FEATHER COVE**

Pursuant to Florida Statutes §720.403, et seq., Feather Cove Homeowners Association, Inc. ("Association"), whose address is, c/o Sentry Management, Inc., 2605 Enterprise Rd. E., Ste. 200, Clearwater, FL 33759, files this notice that the Declaration of Covenants, Conditions and Restrictions for Feather Cove has been revitalized from the filing date of this notice. A copy of the Declaration of Covenants, Conditions and Restrictions for Feather Cove, along with any recorded amendments to same, is attached hereto and made a part hereof as Exhibit "A". The Amended and Restated Articles of Incorporation of Feather Cove Homeowners Association, Inc. are recorded at O.R. Book 12715, Page 1195 et seq. (as an Exhibit to the Declaration) and the Amended and Restated By-Laws of Feather Cove Homeowners Association, Inc. are recorded at O.R. Book 12715, Page 1204 et seq. (as an Exhibit to Declaration), all of the public records of Pinellas County, Florida.

Approval of the revitalization of the Declaration of Covenants, Conditions and Restrictions for Feather Cove was obtained on March 8, 2017 at the membership meeting/meeting of lot owners, by a vote of not less than a majority of the affected parcel owners within Feather Cove, conducted at a meeting after notice to the affected parcel owners/members of the Association pursuant to Florida Statutes §720.403, et seq.

Pursuant to Florida Statutes §720.407(3), the legal description of each affected parcel of property is attached hereto as Exhibit "B", and the letter of approval of the revitalization by the Department of Economic Opportunity is attached hereto as Exhibit "C"

FEATHER COVE HOMEOWNERS  
ASSOCIATION, INC.

By: Steve Marshall  
Steve Marshall, as President

ATTESTED:

DJ O'Donnell  
DJ O'Donnell, as Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of June, 2017, by Steve Marshall, as President, and DJ O'Donnell as Secretary, of Feather Cove Homeowners Association, Inc., a Florida not-for-Profit corporation, in their capacity as officers and on behalf of the corporation. They are personally known to me or have produced Personally known and Personally known identification and did take an oath.

My Commission expires: **DIANNE ALCALA**  
Notary Public - State of Florida  
Commission # FF 904435  
My Comm. Expires Jul 29, 2019  
Bonded through National Notary Assn.

Dianne Alcala  
Notary Public  
State of Florida at Large

FOR PURPOSES OF INDEXING IN THE PUBLIC RECORDS, EACH PARCEL OWNER LISTED ON THE ATTACHED EXHIBIT "B" SHALL BE INDEXED AS THE GRANTOR AND THE ASSOCIATION SHALL BE INDEXED AS THE GRANTEE IN ACCORDANCE WITH FLORIDA STATUTE.

KARLEEN F. DE BLAKER, CLERK OF COURT  
PINELLAS COUNTY, FLORIDA

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*em*  
Prepared by and return to:  
Ellen Hirsch de Haan, Esquire  
Becker & Poliakoff, P.A.  
2401 West Bay Drive, Suite 414  
Largo, FL 33770

TOTAL: \$190.50  
CHECK AMT. TENDERED: \$190.50  
CHANGE: \$.00  
BY \_\_\_\_\_ DEPUTY CLERK

**CERTIFICATE OF RECORDING AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FEATHER COVE, AND THE  
AMENDED AND RESTATED ARTICLES OF INCORPORATION AND BY-LAWS OF FEATHER COVE  
HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached is a true and correct copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Feather Cove, as originally described in Book 5431 at Page 2079 of the Official Records of Pinellas County, Florida, and the Amended and Restated Articles of Incorporation and By-Laws of Feather Cove Homeowners Association, Inc., which are attached as Exhibits to the Declaration. The Amended and Restated Declaration and Exhibits thereto were duly approved as required by the Governing Documents at a Meeting of the membership held on February 25, 2003.

IN WITNESS WHEREOF, we have affixed our hands this 4th day of March 2003, at Pinellas County, Florida.

**FEATHER COVE HOMEOWNERS  
ASSOCIATION, INC.**

Witnesses as to Both: (CORPORATE SEAL)

Print Name: A. Vanderdriff

By: [Signature], President

Print Name: Palma L. James

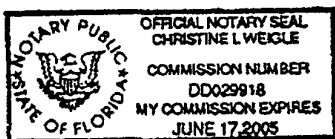
Attest: [Signature], Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th day of March, 2003, by Anke Vanderdriff, President and Palma L. James, Secretary of Feather Cove Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have produced FL DL. as identification. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]  
Signature of Person Taking  
Acknowledgment

Christine L. Weigle  
Name Typed, Printed or Stamped



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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR FEATHER COVE

THIS DECLARATION, made on this 26<sup>th</sup> day of October, 1982, by  
FEATHER SOUND, INC., a Florida corporation, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant has recorded that certain Declaration of Covenants, Conditions and Restrictions of Feather Sound under clerk's File No. 820 73894 on May 18, 1982, at Official Records Book 5349, page 1429 of the Public Records of Pinellas County, Florida ("Master Declaration"), and the real property which is subject to the Master Declaration is defined as "Feather Sound;" and

WHEREAS, Declarant desires to create a residential community upon the real property described in Exhibit "A" to be known as Feather Cove.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, liens, terms and conditions hereinafter set forth all of which are for the purpose of protecting the value and desirability of, and which shall run with said real property and shall be binding upon all parties having any right, title and interest therein and their devisees, successors and assigns.

ARTICLE I  
DEFINITIONS

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association in the forms attached hereto as Exhibits "B" and "C" respectively, and as they exist from time to time.

Section 2. "Association" shall mean and refer to Feather Cove Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 3. "Common Expenses" shall mean and refer to expenditures for services required and authorized to be performed by the Association.

Section 4. "Common Properties" shall mean and refer to all real property whether improved or not that may, from time to time, be conveyed or dedicated by plat by the Declarant

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or such other person in accordance with this Declaration to the Association and designated as Common Properties for the common use and enjoyment of the Owners.

Section 5. "Declarant" shall mean and refer to Feather Sound, Inc., a Florida corporation, or the successors and assigns to the rights of the Declarant hereunder.

Section 6. "Declaration" shall mean and refer to this instrument as it may from time to time be amended.

Section 7. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residence, which owner and holder of said mortgage shall be the Declarant, a bank, builder, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

Section 8. "Master Association" shall mean and refer to Feather Sound Association, Inc., a Florida corporation not for profit, the entity responsible for maintenance, management and operation of Feather Sound as described in the Master Declaration.

Section 9. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residence. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 10. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 11. "Residence" shall mean and refer to any plot of land, whether or not improved, shown upon any recorded plat of any portion of the Properties which is intended for residential use.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Ingress and Egress. Each Owner shall have, as an appurtenance to his Residence, a perpetual easement for ingress and egress to and from their Residence over and upon the Common Properties.

Section 2. Delegation of Use. Any Owner may delegate the rights and easement granted to said Owner pursuant to this Article II to the members of his family or his tenants who reside in his Residence but any such delegation shall be subject to and limited by the terms and

conditions of this Declaration, the Articles and By-Laws of the Association and the Rules and Regulations of the Association.

Section 3. Restraint Upon Separation. The right and easement granted to an Owner pursuant to this Article are appurtenant to his Residence, shall not be separated therefrom and shall pass with the title to his Residence, whether or not separately described.

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each Residence owned by said member. When any Residence is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Residence, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that Residence.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed or other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association, shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Residence. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Residence upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall

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automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Residence interest upon which membership is based.

Section 4. Declarant Control of Association. Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any portion of the Properties or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the memberships.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. By acceptance of a deed to a Residence, each Owner other than the Declarant is deemed to covenant and agree to pay to the Association annual and special assessments as hereinafter provided, regardless whether such covenant and agreement shall be expressed in such deed. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting same, shall be secured by a continuing lien upon the Residence against which each such assessment is made. Except for the rights of institutional lenders set forth in Section 10 below, in the event of the sale or transfer of a residence, the Grantee is jointly and severally liable with the Grantor for the Grantor's share of the common expenses up to the time of transfer of title.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Properties, and to provide services which the Association is authorized or required to provide. The Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss.

Section 3. Initial Assessment. Until such time as Declarant shall cease to be in control of the Association ("Initial Period"), the first annual assessment for each Residence shall be as stated in the estimated operating budget less reserves. Thereafter, successive annual assessments during Initial Period may be increased by the Association in an amount not to exceed fifteen percent (15%) of the previous annual assessment. If the budget exceeds 15%, the budget must be approved by a majority of the voting interest present at a homeowners' meeting in order to override the 15%. During the Initial Period, the Declarant shall be excused from the payment of annual assessments attributed to property owned by the Declarant since, during the Initial Period, the Declarant shall guarantee that assessments shall not increase over the amounts specified therein. During the Initial Period, the Declarant shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectable from Owners and the actual expenses of the Association. Thereafter, annual assessments shall be determined and levied in accordance with the remainder of this Article.

Section 4. Proportion and Amount of Annual Assessments. Each Owner shall pay an annual assessment equal to his proportionate share of the Common Expenses. The proportionate share of Common Expenses for each Owner shall be determined by multiplying the Common Expenses by a fraction, the numerator of which is equal to the total number of Residences owned by said Owner and the denominator of which is equal to the total number of Residences.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement, including fixtures and personal property which the Association is responsible to maintain related thereto, provided that any such special assessment shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

A. Any expense incurred for termite treatment pursuant to Article VI, Section 2 (I), shall not be considered a special assessment, and nothing contained in this Article shall prohibit the Association from charging affected owners, who shall promptly reimburse the Association for any such charges for termite treatments. Any such charge shall be secured by the lien described in Section 1 of this Article IV.

Section 6. Date of Commencement and Pro Ration of Annual Assessments Due Date. The annual assessments provided for herein shall commence against each Residence on the date of its conveyance by the Declarant to a purchaser thereof. The annual assessments for the year in which this Declaration is recorded among the Public Records of Pinellas County, Florida, shall be adjusted in accordance with the number of months remaining in said year from and after said recordation. Thereafter, the Board of Directors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payments of annual assessments, e.g., lump sums or monthly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and a roster fixing the amount of the annual assessment against each Residence which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall hereupon be sent to every Owner subject thereto as provided in this Declaration. The Association shall upon reasonable demand furnish to any Owner liable for said assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment; Lien. If any assessment is not paid on or before the past-due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date, a late fee in the amount of \$25.00 for each installment of an assessment which is delinquent, and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such

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assessment is made. Any payment received by the Association shall be first applied to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and finally to the delinquent assessment.

**Section 9. Remedies.** If any assessment is delinquent for a period of at least thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, costs of the action and reasonable attorney's fees through and including appellate litigation.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

**Section 11. Annual Statements.** The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of each creditor of the Association; provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each member of the Association who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the member either in person or by mail.

#### ARTICLE V LANDSCAPING CONTROL

No trees, flowers, hedges, vines, bushes, sod, shrubs or landscaping of any kind shall be planted, placed or altered on any Residence until plans and specifications showing the nature, kind, materials and location of same shall have been submitted to and approved in writing by the Board of Directors of the Association or a landscaping review board ("LRC") composed of three (3) or more representatives appointed by said Board of Directors. Approval or disapproval of any such plans and specifications may be based on any considerations, including purely aesthetic considerations, so long as such considerations are applied on a uniform basis throughout the Properties. Such approval may be based upon any reasonable conditions including without limitation the condition that the Association may require the landscaping be maintained by the owner. In the event said Board, or its designated LRC, fails to approve or disapprove any such plans and specifications within thirty (30) days after said plans and specifications have been

submitted to it, approval of same shall not be required and the provisions of this Article shall be deemed to have been fully complied with. In no event shall the provisions of this Article ever apply to the Declarant and, instead, the Declarant shall have the absolute right to plant, place and alter such growths and landscaping on any portion of the Properties owned by it without any approval of said Board of Directors or its designated LRC being required.

ARTICLE VI  
FUNCTIONS OF THE ASSOCIATION

Section 1. Required Services. In addition to those responsibilities specified in this Declaration, the Association shall be required to provide the following services:

A. painting of the exterior of any and all Residences as and when deemed necessary by the Association; provided, however, that at least two (2) weeks notice of such intention is given to the affected Owner.

B. except as performed by an Owner pursuant to Article V of this Declaration, maintenance and care for all landscaped areas within the Properties together with irrigation or same where provided by Declarant.

C. maintenance of any and all streets, roads, driveways, sidewalks and paths throughout the Properties which have not been dedicated to the public.

D. cleanup, maintenance and payment of property taxes with respect to the Common Properties.

E. operation of the Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

F. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

G. conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Owners of activities, notice of meetings, and other important events.

H. purchasing general liability and hazard insurance covering improvements and activities on the Common Properties to the extent deemed necessary or desirable by the Association.

I. acceptance of any instruments of conveyance with respect to any Common Properties delivered to the Association by the Declarant.

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J. collection of assessments levied upon Owners by the Master Association.

Section 2. Authorized Services. The Association shall be authorized but not required to provide the following services:

- A. lighting of roads, sidewalks and walks and paths throughout the Properties.
- B. fire protection and prevention.
- C. garbage and trash collection and disposal.
- D. conducting recreation, sport, craft and cultural programs of interest to Owners, their families, tenants and guests.
- E. protection and security, including, but not limited to, the employment of security guards within the Properties and operation of a guardhouse.
- F. maintenance of electronic and other security devices.
- G. installation, operation and maintenance of cable television facilities.
- H. maintain, repair or replace roofs, mailboxes and garage doors of the residences.
- I. to contract, arrange and pay for termite treatment of all or certain portions of the "properties", including, but not limited to, any "residence". Any such treatment of "residences" may be paid for by the Association. The Association shall be promptly reimbursed by the unit owners whose "residences" received the termite treatments.

ARTICLE VII  
OBLIGATIONS OF OWNERS

Section 1. In addition to all other obligations and duties set forth in this Declaration, the following covenants, conditions and restrictions shall be applicable to Residences and the Owners thereof. No owner may display any sign of any kind which may be seen from the common property or other residences.

A. Residences shall be used and occupied solely as residences of the Owners thereof, their families or approved tenants. No more than two persons per bedroom shall permanently reside in or occupy a Residence for more than thirty (30) days in a twelve month period.

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B. Each Owner shall maintain his Residence so as to prevent the development of any unclean, unsightly or unkempt conditions which shall, in the Association's opinion, tend to decrease the beauty of the neighborhood as a whole or the specific area.

C. No noxious or offensive activity shall be conducted or maintained upon any Residence nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existences are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties by the Owners thereof.

D. No horses, hogs, cattle, cows, goats, sheep, poultry, or other animals, birds or reptiles, shall be kept, raised or maintained upon any Residence; provided however, that dogs, cats and other household pets not exceeding twenty five (25) pounds in weight may be kept in numbers established by the Association if their presence causes no disturbance to others. Each Owner shall remove any waste matter eliminated by his pet anywhere in the Properties and shall keep his pet on a leash while said pet shall be on any portion of the Properties other than the Residence of said Owner.

E. No commercial activity, trade or business shall be conducted or maintained upon any Residence.

F. No clotheslines or clothes poles shall be visible from any street.

G. No fuel tanks or similar storage receptacles may be exposed to view without the prior written consent of the Master Association.

H. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Residence except in closed containers, dumpsters or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view, kept in a clean and sanitary condition, placed in areas approved by the Association and subject to size restrictions determined by the Master Association; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to constitute a nuisance.

I. The parking and/or storage on the Properties of campers, boats, trailers, mobile homes, buses, storage vehicles or industrial vehicles is prohibited without the prior written consent of the Association. No vehicle without a valid license plate shall be permitted upon the Properties. Vehicles which are missing one or more wheels, or which are not in an operating condition shall not remain upon any portion of the Properties for more than two (2) consecutive days. "Parking and/or storage on the Properties of a truck or van will only be permitted if it is non-commercial, utilized solely for private transportation and of a size which permits it to be parked in the garage of its Owner's Residence with the garage door closed."

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J. No immoral, improper, offensive or unlawful use shall be made of or conducted upon any Residence; all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed by all Owners.

K. No Residence shall be subdivided or its boundary lines changed without the prior written consent of the Declarant. The Provisions of this paragraph shall not apply to the Declarant.

L. The Association shall have the sole authority to determine the existence or non-existence of a nuisance under this Article, and the determination by the Association shall not be limited to those nuisances defined herein, but shall include any act, omission or condition which, in the opinion of the Association, detracts from or interferes with the use and enjoyment intended to be preserved by this Declaration for all Owners.

M. No bulk heading, barge, dock, piling, float or other structure shall be erected in, on or adjacent to the Common Property except with the express written approval of the Master Association.

N. No refuse, garbage or other waste material of any kind shall be disposed of in or on the Common Properties.

O. Owners shall not alter the existing physical condition of Residences without the prior approval of the Association, and in no event shall openings be made in the demising walls between Residences.

ARTICLE VIII  
EASEMENTS

Section 1. Plats. The Properties are hereby made subject to any and all easements shown on any recorded plat of the Properties. Owners shall not place or maintain any structure, planting or other material which would interfere with any of said easements.

Section 2. Utilities. The Properties shall be subject to such easements for utilities including, but not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration. To the extent that the creation of any such utility easements requires the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Residences, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorney-in-fact for such

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purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

Section 3. External Maintenance. All Residences are hereby made subject to an easement and right in favor of the Association to enter upon said Residences for the purpose of providing the services required in accordance with Article VI of this Declaration. Additionally, all Residences shall be subject to an easement in favor of the Association through which a master irrigation system owned and operated by the Association may be located; provided, however, no exercise of any such easement shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this section shall survive any termination of this Declaration.

Section 4. Lot Line Encroachments. Certain dwellings constructed on the Properties may be situate so that an exterior wall of any such dwelling is located upon or immediately adjacent to the boundary line between the Residence upon which said dwelling is located and an adjoining Residence. In all such cases, said adjoining Residence shall be subject to an easement an right of ingress and egress in favor of the Owner of the Residence upon which said dwelling is located which easement shall be for the purpose of performing proper and normal maintenance upon said wall. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration. Certain dwellings constructed on the Properties may be situate so that portion of the roof of any such dwelling may overhang an adjoining Residence by not more than any distance allowed by the Pinellas County Code of Ordinances. In all such cases, said adjoining Residence shall be subject to an easement and right in favor of the Owner of the Residence upon which any such dwelling is situate which easement and right shall be for the purposes of (a) permitting the existence of said roof overhang and (b) allowing ingress and egress for the performance of proper and normal maintenance to said roof overhang. However, no exercise of any such easement and right created pursuant to this Section 4 shall unreasonably interfere with the use of the Residence subject to same. Any easements and rights granted pursuant to this Section 4 shall survive any termination of this Declaration.

Section 5. Roof Maintenance. Normal maintenance such as cleaning, recoating or finishing of the roof over the building of which Residences are a part shall be done uniformly and at the same time for the entire roof of such building upon agreement of the Owners thereof, or in the event of disagreement, as decided by the Association. The expense of such maintenance shall be borne equally by such Owners. Should any damage or destruction be confined to a portion of such roof which affects some but not all of the Residences within the building, the Owners of such affected portions of the roof shall alone be responsible for the expense of repairing or replacing such damage or destruction, but the cost of rendering a uniform appearance of the entire roof shall be shared equally by all of the Owners of such building. If any damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any Owner, such negligent Owner shall bear the entire cost of repair or replacement necessitated thereby. If any Owner shall neglect or refuse to pay any expenses required by this Section, the other affected Owners may advance such expenses and shall be entitled to a lien on the Residence of any Owner so failing to pay such expenses. Said lien shall

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be evidenced by a claim of lien filed among the Public Records of Pinellas County, Florida, and shall be effective from and as of the time of recording, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by such Owners. Said lien may be foreclosed by such Owners, and shall also secure the payment of costs and reasonable attorneys' fees with respect to such action.

Section 6. Party Wall Maintenance. The cost of any damage or destruction of any party walls shall be borne equally by the Owners whose Residences are separated by such party wall; provided, however, that if such damage or destruction is the result of negligence or willful misconduct by an Owner (s), such Owner (s) shall bear the entire cost of repair or replacement necessitated thereby, which burden shall be enforced in similar manner as though the conduct of such Owner (s) resulted in damage to the roof described in Section 5 of this Article. Each Residence shall be subject to easements allowing ingress and egress for the performance of work described in this Section and in Section 5 of this Article. However, no exercise of any such easement and right created pursuant to this Section shall unreasonably interfere with the use of the Residence subject to same. Any easement and rights granted pursuant to this Section shall survive any termination of this Declaration.

Section 7. Master Association. The Master Association shall have such easements throughout the Properties and are necessary for it to perform its required authority and services as set forth in the Master Declaration.

#### ARTICLE IX APPROVAL OF LEASES

Residences shall not be leased without the prior written approval of the Association. The Association shall have the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than one year and the proposed lessees shall consist of not more than two (2) persons per bedroom as originally designed in the Residence to be leased. Notwithstanding the lease of his Residence, the liability of the Owner thereof under this Declaration shall continue. The Association must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Association may reasonably require. If approved, a certificate of approval in non-recordable form shall be executed by the Association at the expense of the Lessee. If the Association fails to give the Owner written notice of its approval of the proposed lease within the foregoing ten (10) day period, its failure to give such notice shall be the equivalent of its consent. Notwithstanding anything herein to the contrary, any Institutional Lender that becomes the Owner of a Residence through foreclosure, deed in lieu of foreclosure or other means, shall have the unqualified right to lease said residence without the prior approval of the Association shall be advised in writing of the effective date and shall be provided with the name of the Lessee. The Association may require a reasonable lease application fee.

In the event an Owner becomes delinquent in the payment of any sums or assessments due to the Association during the term of a lease agreement, upon written demand by the Association, the lessee will pay directly to the Association rental payments due to the Owner.

PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1186

The Association shall be granted the full right and authority to demand and receive the entire rent due from the lessee, and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand, and payment shall again be made by the lessee directly to the Owner. This right may be exercised by the Association at any time the owner becomes delinquent, without further notice to the Owner.

#### ARTICLE X RIGHTS OF DECLARANT

Notwithstanding anything herein to the contrary, Declarant shall, so long as it owns any portion of the Properties, have the right to do as follows:

- A. Use, occupy, demonstrate and show all portions of the Common Properties for the purpose of promoting and aiding in the development, marketing, sale or rental of any portion of the Properties owned by it. Only for purposes of this paragraph, the meaning of "Properties" shall also include the meaning of same as defined in the Master Declaration.
- B. Display and erect signs, billboards and placards upon the Common Properties and any portion of the Properties owned by it.
- C. Operate and maintain sales offices and related facilities upon the Common Properties and any portion of the Properties owned by it.
- D. Appoint or select all members of the board of directors for the Association.

#### ARTICLE XI ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, act or suit may be brought by the Association, any Owner or the Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successors or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel or the right to enforce same. Should the Association find it necessary to institute legal action against a member of the Association other than the Declarant to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the rules and regulations of the Association, upon a finding by the court in favor of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. In addition, the Association shall be entitled to recover any non-

litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce the Documents, when the matter is resolved without court or other legal action. Such fees shall be an assessment against the Owner of the Residence which was involved in the violation, and shall be collected in the same manner as any other assessment. In addition, the payment of any monetary award by the Court in such legal action shall be secured by a lien against the Residence of said defendant member. The operation and foreclosure of such lien shall be in accordance with Article IV of this Declaration.

## ARTICLE XII GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by this Association, the Company and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of members of the Association and two-thirds (2/3) of the Institutional Lenders are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Pinellas County, Florida and may be relied upon for the correctness of facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended only as follows:

- A. The Declarant may amend this Declaration without the consent of the members at any time that it shall be in control of the Association.

B. Thereafter, this Declaration may be amended provided that 66-2/3 of the votes cast by the members present at a duly called and held meeting of the Association vote in favor of the proposed amendment.

C. No amendment shall be passed which impairs or prejudices the rights of Institutional Lenders.

D. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If the proposed amendment to this Declaration is approved by the members as set forth above, the President, Secretary, or Agent of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the sixty (60) days after the date of recording the amendment, the date of the meeting of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast, against the amendment. Such amendment shall be recorded in the Official Records for Pinellas County, Florida.

Section 3. Quorum. Quorum requirements are contained in the By-Laws of the Association. If any meeting of members cannot be organized because a quorum is not present, the members who are present either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and no further notice is required.

Section 4. Notice. Any notice required to be sent to any member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last know address of the person or entity who appears as Owner in the public records of Pinellas County, Florida. Notice to one of two or more co-Owners of a Residence shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration and to construe and interpret its provisions,

and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 8. Termination of Declaration. Should the members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for Pinellas County, Florida, which Trustee shall sell the Common Properties free and clear of the limitations imposed hereby upon terms established by the Circuit Court for Pinellas County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Properties. The excess of proceeds, if any, from Common Properties shall be distributed among the Owners in a proportion which is equal to the proportionate share of such Owners in Common Expenses.

Section 9. Not-for-Profit Status. - Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its not-for-profit or tax exempt status under applicable state or federal law.

Section 10. Context. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 11. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 26<sup>th</sup> day of October, 1982.

Signed, sealed and delivered  
in the presence of:

FEATHER SOUND, INC., a Florida  
corporation

\_\_\_\_\_  
/s/

\_\_\_\_\_  
/s/

By: \_\_\_\_\_  
/s/  
Charles F. Radice, as its  
Exec. Vice President

PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1190

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF BROWARD )

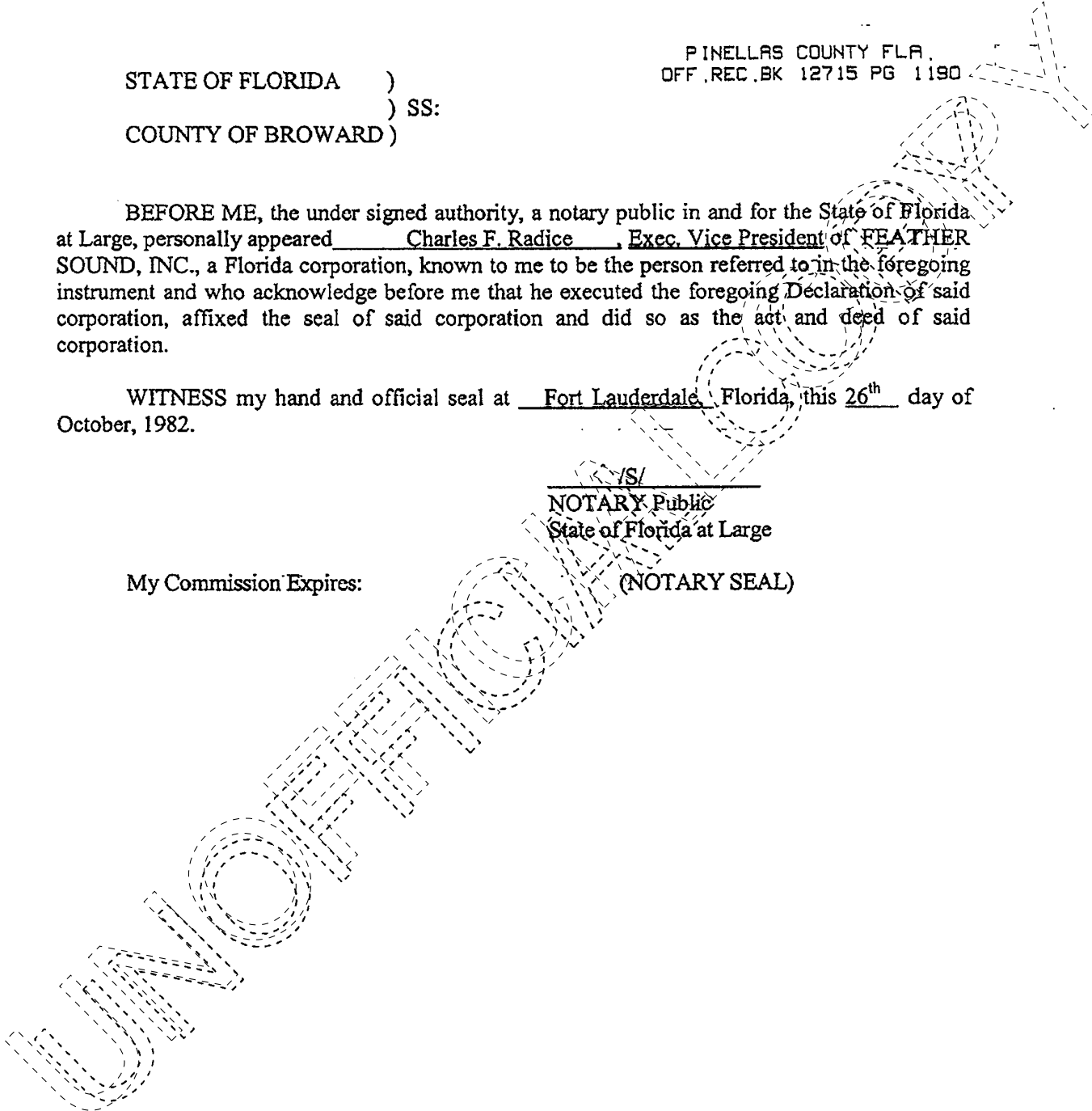
BEFORE ME, the under signed authority, a notary public in and for the State of Florida at Large, personally appeared Charles F. Radice, Exec. Vice President of FEATHER SOUND, INC., a Florida corporation, known to me to be the person referred to in the foregoing instrument and who acknowledge before me that he executed the foregoing Declaration of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this 26<sup>th</sup> day of October, 1982.

/s/  
NOTARY Public  
State of Florida at Large

My Commission Expires:

(NOTARY SEAL)



PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1191

## EXHIBIT A

A portion of Government Lot 2 in the Southwest  $\frac{1}{4}$  of Section 35, Township 29 South, Range 16 East and a portion of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 30 South, Range 16 East, and a portion of the South 2433.57 feet of the Northeast  $\frac{1}{4}$  of said Section 2, all in Pinellas County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the East  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of said Section 2; thence N. 00°01'20" W., 1862.37 feet along the West boundary of the East  $\frac{1}{4}$  of said Northwest  $\frac{1}{4}$ , the West boundary of STONEGATE UNIT I PHASE I, as recorded in Plat Book 73, Pages 25 and 26, Public Records of Pinellas County, Florida and the West boundary of STONEGATE UNIT I PHASE II, as recorded in Plat book 73, Pages 51 and 52, Public Records of Pinellas County, Florida to the Northwest corner of said STONEGATE UNIT I PHASE II, the "TRUE POINT OF BEGINNING"; thence N. 00°01'20" W., 389.70 feet along the West boundary of the East  $\frac{1}{4}$  of said Northwest  $\frac{1}{4}$  to the Southwest corner of Parcel No. 19 of the Roosevelt Basin Canal "A" right-of-way as described in Official Record Book 4771, Page 1862, Public Records of Pinellas County, Florida; thence N. 89°56'38" E., 110.00 feet to the Southeast corner of said Parcel No. 19; thence N. 00°01'20" W., 289.24 feet along the East boundary of Parcel No. 19 and the East boundary of Parcel Nos. 13 and 14 of the Roosevelt Basin Canal "A" right-of-way as described in Official Record Book 4771, Page 1862, Public Records of Pinellas County, Florida; thence S. 76°21'14" E., 168.24 feet; thence S. 59°38'27" E., 91.45 feet; thence S. 68°52'50" E. 149.97 feet; thence S., 73°40'00" E., 131.30 feet; thence N. 65°10'05" E., 244.91 feet; thence S. 85°43'23" E., 499.39 feet to the Northwest corner of the South 2433.57 feet of said Northeast  $\frac{1}{4}$ ; thence S. 19°30'01" W., 10.86 feet; thence S. 00°22'43" W., 270.00 feet; thence S. 60°56'14" E., 37.20 feet; thence S. 14°16'21" E., 107.17 feet; thence S. 37°02'54" E., 95.27 feet; thence S. 01°45'32" W., 41.49 feet; thence S. 78°57'48" E., 32.55 feet; thence S. 85°38'28" E., 23.28 feet; thence S. 56°58'37" E., 64.80 feet; thence S. 54°50'33" E., 65.88 feet; thence S. 73°11'39" E., 62.75 feet; thence N. 46°50'37" E., 55.28 feet; thence N. 50°53'36" E., 30.57 feet; thence N. 62°56'17" E., 60.40 feet; thence N. 68°46'35" E., 61.95 feet; thence N. 51°43'11" E., 101.82 feet to the boundary of the FEATHER SOUND GOLF COURSE, as described in Official Record Book 5113, Pages 857 through 867, Public Records of Pinellas County, Florida; thence along the boundary of said FEATHER SOUND GOLF COURSE the following courses: S. 22°14'33" E., 198.60 feet; thence S. 14°00'00" E., 169.37 feet to a point on a non-tangent curve concave to the South having a radius of 380.00 feet (a radial of said curve to said point bears N. 13°40'15" E.); thence leaving the boundary of said FEATHER SOUND GOLF COURSE, Westerly, 161.11 feet along said curve through a central angle of 24°17'29" (chord 159.90 feet, chord bearing N. 88°28'30" W.) to the beginning of a reverse curve concave to the North having a radius of 320.00 feet; thence WESTERLY, 135.67 feet along said curve through a central angle of 24°17'29"; thence N. 76°19'45" W., 150.96 feet to the Northeast corner of FEATHER SOUND - CUSTOM HOME SITE UNIT III, as recorded in Plat Book 73, Pages 12 and 13, Public Records of Pinellas County, Florida; thence along the boundary of said FEATHER SOUND - CUSTOM HOME SITE UNIT III, the following course and curves; continue N., 76°19'45" W., 62.99 feet to the beginning of a curve concave to the Northeast having a radius of 787.96 feet; thence NORTHWESTERLY, 234.04 feet along said curve through a central angle of 17°01'05" to the beginning of a reverse curve concave to the South having a radius of 330.00 feet; thence NORTHWESTERLY, 203.95 feet along said curve through a central angle of 35°24'37" to the beginning of a compound curve concave to the Southeast having a radius of 585.00 feet; thence SOUTHWESTERLY, 295.57 feet along said curve through a central angle of 28°56'55" to the Northeast corner of said STONEGATE UNIT I PHASE II; thence leaving the boundary of said FEATHER SOUND - CUSTOM HOME SITE UNIT III, along the boundary of said STONEGATE UNIT I PHASE II, the following courses: N. 47°30'58" W., 344.78 feet; thence N. 51°55'29" W., 153.00 feet; thence N. 72°56'02" W., 61.92 feet; thence S. 16°30'00" W., 165.29 feet; thence S. 27°56'27" W., 127.78 feet; thence N. 79°07'42" W., 318.02 feet to the "TRUE POINT OR BEGINNING". Containing 21.29 acres more or less.

Feather Cove Homeowners' Association is composed of one hundred (100) lots only. This is made up of FEATHER COVE UNIT ONE, lots 31 through 48 and 91 through 130, and lots "A", "B", "D" and "E" as platted in Plat Book 85, Pages 74 and 75, and FEATHER COVE UNIT TWO, lots 49 through 90 platted in Plat Book 86, Pages 57 and 58 of the Public Records of Pinellas County. This is the entire property that composes the Association, and which property is subject to the Declaration of Covenants, Conditions, and Restrictions for Feather Cove as made on October 26, 1982 as recorded in O.R. Book 5431, Pages 2079 through 2115, and corrected by AMENDMENT recorded in O.R. Book 6244, Page 376 of the Public Records of Pinellas County. Any and all other properties that may have been referred to, platted or unplatted, are hereby excluded from the terms and provisions of the before-mentioned Declaration and said Declaration shall be of no further force and effect upon the excluded real property.



PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1193

SUBORDINATION AND CONSENT OF MORTGAGEE

ALLOMON CORPORATION a Pennsylvania corporation, 6400 Steubenville Pike, Post Office Box 15628, Pittsburg, Pennsylvania 15244, called "Mortgagee," the owner and holder of the mortgage upon the lands described in the foregoing Declaration of Conenants, Conditions and Restrictions for Feather Cove, which mortgage is dated November 17, 1981, and is recorded in O.R. Book 5273, page 1964, of the Public Records of Pinellas County, Florida, consents to the making of the foregoing declaration, and the Mortgagee agrees that the lien of its mortgage shall be subject to and subordinate to the foregoing declaration; provided, however, that said declaration shall not be altered or amended without the prior written consent of Mortgagee.

WITNESS:

ALLOMON CORPORATION

\_\_\_\_\_  
/s/  
\_\_\_\_\_  
/s/

By: \_\_\_\_\_ /s/  
Gary G. Rogers, as its  
Vice President

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 1982, by Gary G. Rogers as Vice president of Allomon Corporation, a Pennsylvania corporation, on behalf of the corporation.

\_\_\_\_\_  
/s/  
Notary, Public

(AFFIX NOTARIAL SEAL)

My Commission Expires:

PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1194

SUBORDINATION AND CONSENT OF MORTGAGEE

MELLON BANK, N.A., a National Banking Association, Mellon Square, Pittsburgh, Pennsylvania 15230, called "Mortgagee", the owner and holder of the mortgage upon the lands described in the foregoing Declaration of Covenants, Conditions and Restrictions for Feather Cove, which mortgage is dated July 7, 1982, and is recorded in O.R. Book 5372, page 2077 of the Public Records of Pinellas County, Florida, consents to the making of the foregoing declaration, and the Mortgagee agrees that the lien of its mortgage shall be subject to and subordinate to the foregoing declaration; provided, however, that said declaration shall not be altered or amended without the prior written consent of Mortgagee.

WITNESSES:

MELLON BANK, N.A.

\_\_\_\_\_/S/  
\_\_\_\_\_/S/

By: \_\_\_\_\_  
James G. Carswell, III  
as its Mortgage Officer

STATE OF PENNSYLVANIA  
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November, 1982, by James G. Carswell, III as Mortgage Officer of Mellon Bank, N.A., a National Banking Association, on behalf of the Bank.

\_\_\_\_\_/S/  
Notary Public

(AFFIX NOTARIAL SEAL)

My Commission Expires:

PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1195

1220

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
FEATHER COVE HOMEOWNERS ASSOCIATION, INC.

03 APR - 9 PM 3:17

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1007, Florida Statutes, the undersigned Secretary of State for-profit corporation adopts the following Amended and Restated Articles of Incorporation.

FIRST: Amendment(s) adopted: Amended and Restated Articles of Incorporation  
(See attached)

SECOND: The date of adoption of the amendment was February 25, 2003.

THIRD: Adoption of Amended and Restated Articles of Incorporation:

The Amended and Restated Articles of Incorporation were adopted by the members and the number of votes cast was sufficient for approval.

(SEAL)

FEATHER COVE HOMEOWNERS  
ASSOCIATION, INC.

BY: [Signature]  
President

Name Printed: A. Vanderdrift

DATED March 4, 2003

STATE OF FLORIDA  
COUNTY OF PINELLAS

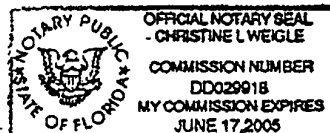
BEFORE ME, the undersigned authority, personally appeared Anke Vanderdrift to me known to be the President of Feather Cove Homeowners Association, Inc., and he/she acknowledged before me that he/she freely and voluntarily executed the same as such authorized agent, under authority vested in him/her by said corporation. He/She is personally known to me or has produced FL DL (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 4th day of March, 2003.

[Signature]  
Notary Public

Printed Name: Christwel Weig

My commission expires:



03 APR - 9 PM 3:  
SECRETARY OF STA  
TALLAHASSEE, FLOR

FILED

PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1196

AMENDED AND RESTATED

ARTICLES OF INCORPORATION

-of-

FEATHER COVE HOMEOWNERS ASSOCIATION, INC.  
A Not for Profit Corporation

FILED  
03 APR -9 PM 3:11  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I  
NAME

The name of this corporation shall be FEATHER COVE HOMEOWNERS ASSOCIATION, INC. ("Association").

ARTICLE II  
DEFINITIONS

As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for FEATHER COVE, which is or shall be recorded in the Public Records of Pinellas County, Florida, ("Declaration"), and the words "Properties", "Residence", "Common Properties", "Owner" and "Declarant" are defined as set forth in the Declaration. As used herein, the word "Lot" shall mean and refer to any parcel of land which is intended for or actually used as a site for a Residence.

ARTICLE III  
PURPOSES

The purpose for which this Association is formed are as follows:

A. To take title to and to operate, maintain, repair, improve, lease and administer the Properties which is defined in and subject to the Declaration of Covenants, Conditions and Restrictions of FEATHER COVE, which Declaration is or shall be recorded in the Official Records of Pinellas County, Florida (said Declaration, as amended from time to time, is hereinafter referred to as the "Declaration").

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

Exhibit B

C. To establish by-laws ("By-Laws") for the operation of the Association and rules and regulations for governing the same, and enforce the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

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

E. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, lease, trade, sell and maintain both real and personal property in connection with the affairs of the Association.

F. Dedicate, sell or transfer all or any part of the Properties to any public agency, authority or utility for such purposes in accordance with the Declaration.

G. To participate in mergers and consolidations with other non-profit corporations provided that any such merger or consolidation shall have been approved by the Members as provided herein.

H. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Declaration, these Articles and the By-Laws of the Association.

ARTICLE IV  
EXISTENCE

This Association shall have perpetual existence.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner including Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residence which is subject to this Declaration and any such membership shall terminate simultaneously with any termination of such ownership.

B. Voting. Each member shall be entitled to cast one vote for each residence owned by said member. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy

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otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property.

C. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Pinellas County, Florida, a deed of other instrument conveying record fee title to any Residence and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

ARTICLE VI  
SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
ROBERT C. RADICE	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
CHARLES F. RADICE	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
L.W. SCHOCH	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306

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ARTICLE VII  
DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of not less than three (3) persons ("Directors") but always an odd number of persons.

B. Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. The Directors named herein shall serve until such time as the Declarant loses control of the Association pursuant to the Declaration of voluntarily relinquishes control. The Declarant may, at its sole option, permit the election of one or more directors by the members of the Association without waiving its rights hereunder to select the remaining directors.

ARTICLE VIII  
FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership:

<u>Name</u>	<u>Address</u>
ROBERT C. RADICE	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
CHARLES F. RADICE	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306
L.W. SCHOCH	2601 East Oakland Park Boulevard Fort Lauderdale, Florida 33306

ARTICLE IX  
REGISTERED AGENT

The Registered Agent shall be INTRASTATE REGISTERED AGENT CORPORATION whose address is Room 60, 215 East Lemon Street, Lakeland, Florida 33801.

ARTICLE X  
OFFICERS

A. Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of

Directors. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Directors:

<u>Name</u>	<u>Office</u>
ROBERT C. RADICE	President
CHARLES F. RADICE	Vice President/Secretary
L.W. SCHOCH	Treasurer

B. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Directors but no other officer need be a Director.

ARTICLE XI  
BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Directors. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the Declarant referred to in the Declaration without the Declarant's prior written approval.

C. No amendments to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE XII  
AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Declaration may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than forty-five (45) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of three-fourths (3/4) of the Members present at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

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ARTICLE XIII  
INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, 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 Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Directors as being in the best interest of the Association. 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.

ARTICLE XIV  
CONSTRUCTION

In the event of any conflict or ambiguity between the terms and conditions of the Declaration and these Articles or the By-Laws, the Declaration shall have priority over these Articles and the By-Laws and the terms and conditions of the declaration shall take precedence over and supersede the terms and conditions of the Articles and the By-Laws. In the event of a conflict between these Articles and the By-Laws, the terms of the Articles shall take precedence over the terms of the By-Laws. Any conflict or ambiguity with regard to the affairs of the Association shall be resolved by reference to this provision.

ARTICLE XV  
ADDRESS

The principal address of the Association shall be 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida 33306, or at such other place as may be subsequently designated by the Board of Directors.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at FORT LAUDERDALE, BROWARD County, Florida, this 26<sup>th</sup> day of October, 1982.

Signed, Sealed and Delivered  
in the Presence of:

\_\_\_\_\_  
/s/  
\_\_\_\_\_

\_\_\_\_\_  
/s/  
\_\_\_\_\_

\_\_\_\_\_  
/s/  
ROBERT C. RADICE

\_\_\_\_\_  
/s/  
CHARLES F. RADICE

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\_\_\_\_\_  
/S/  
\_\_\_\_\_  
/S/  
\_\_\_\_\_

\_\_\_\_\_  
/S/  
L.W. SCHÖCH

STATE OF FLORIDA    )  
                          ) SS:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, ROBERT C. RADICE, CHARLES F. RADICE and L.W. SCHÖCH, to me well known to be the persons described herein and who executed the foregoing instrument and who acknowledge that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my signature and official seal this 26<sup>th</sup> day of October, A.D. 1982.

\_\_\_\_\_  
/S/  
Notary Public  
State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED

Pursuant to Section 48.091, Florida Statutes, the following is submitted:

FEATHER COVE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation, desiring to organize or qualify under the laws of the State of Florida, where its principal place of business at the City of Fort Lauderdale, County of Broward, State of Florida has named INTRASTATE REGISTERED AGENT CORPORATION, located at Room 60, 215 Lemon Street, Lakeland, Florida 33801, as its agent to accept service of process within Florida.

Date: October 26, 1982

/S/

(Corporate Officer)

Title: Executive Vice President

Having been named to accept service of process for the above stated corporation, the place designated in this certificate, we hereby agree to act in this capacity, and we further agree to comply with the provisions of all statutes relative to the proper and complete performance of our duties.

INTRASTATE REGISTERED AGENT  
CORPORATION

Date: \_\_\_\_\_

By: /S/

Morris H. Miller, as Vice President

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AMENDED AND RESTATED

BY-LAWS  
-OF-  
FEATHER COVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I  
GENERAL

Section 1 Name. The name of the corporation shall be FEATHER COVE HOMEOWNERS ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be 2601 E. Oakland Park Boulevard, Fort Lauderdale, Florida 33306, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declaration of Covenants, Conditions and Restrictions for FEATHER COVE, which is or shall be recorded in the Public Records of Pinellas County, Florida, ("Declaration"), and the words "Properties," "Residence," "Common Properties," "Owner," and "Declarant" are defined as set forth in the Declaration. As used herein, the word "Lot" shall mean and refer to any parcel of land which is intended for or actually used as a site for a Residence.

ARTICLE II  
DIRECTORS

Section 1 Number and Term. The affairs and property of the Association shall be managed and governed by a Board of Directors ("Board of Directors") composed of five (5) persons ("Directors"). Directors shall be elected to serve for a term of two (2) years with staggered terms so that two (2) of the Directors shall be elected one year, and three (3) of the Directors shall be elected in alternate years.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Declarant is authorized to replace any Director elected by the Declarant.

Exhibit C

Section 3. Removal. Any member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members. A special meeting of the Members of the Association to remove a Member or Members of the Board of Directors may be called by holders of ten percent (10%) of the total votes of Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Declarant. If any Director fails to pay any Assessment levied against him by the Board of Directors, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the Florida Statutes, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To levy and collect annual and individual assessments, except that the Board of Directors may not cause the Association to contribute more than ten percent of its receipts from annual assessments to a reserve for (a) major rehabilitation or major repairs, and (b) emergency repairs required as a result of storm, fire, natural disaster or other casualty loss without the approval of seventy-five percent of the members of the Association.

B. To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Properties.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D. To enter into and upon the Lots when necessary, with as little inconvenience to the Owners as possible, in connection with said maintenance, care and preservation.

E. To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Properties.

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H. To make reasonable rules and regulations applicable to all members.

I. To contract for the management of the Properties and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.

J. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

K. To perform the services authorized or required of the Association pursuant to the Declaration or the Articles of Incorporation.

Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

A. The first meeting of each Board of Directors newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Property at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 7. Order of Business. The order of business at all meetings of the Board shall be as follows:

A. Roll call.

B. Reading of minutes of the last meeting.

- C. Consideration of communications.
- D. Resignations and elections.
- E. Reports of officers and employees.
- F. Reports of committees.
- G. Unfinished business.
- H. Original resolutions and new business.
- I. Adjournment.

Section 8. Accounting Records. The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Residence, which account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

ARTICLE III  
OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two (2) of the said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer. In the event that any officer fails to pay any Assessment levied by the Board of Directors, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Directors shall appoint a successor.

Section 4. The President.

A. The President shall be chairman of, and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary and the Assistant Secretary or the Treasurer.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

D. He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Directors or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one (1) or more books provided for the purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Directors, which minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents of which a seal is required and the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Directors.

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Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV  
MEETINGS OF ASSOCIATION

Section 1. Place. All meetings of the Association shall be held at such place as may be stated in the notice of the meeting.

Section 2. Annual Meeting.

A. The first annual meeting of the Association shall be held on October 20, 1983, if not a legal holiday and, if a legal holiday, then on the next business day following. In addition to the election of Directors at said first meeting, such other business as may properly come before the meeting may be transacted.

B. Regular annual meetings subsequent to the first meeting shall be held in October of each year.

C. At the annual meetings, the Members or those voting on their behalf, by a majority vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed to each Member or that person voting on his behalf, including a tenant of same or a Sub-Association, entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen (14) days prior to the meeting.

Section 3. Voting. At least fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any person entitled to vote throughout such time.

Section 4. Special Meetings.

A. Special meetings of the Association, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, or these persons entitled to vote holding one-third (1/3) of the total votes. Should the President fail to call such a special meeting, such persons may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Association stating the time, place and object thereof shall be served upon or mailed to each person entitled to vote thereon at such address as appears on the books of the Association at least fourteen (14) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Common Properties at least fourteen (14) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Persons entitled to vote holding 30% of the total votes, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Association for the transaction of business, except as otherwise provided by statute, the Articles of incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the persons entitled to vote thereat, present in person, or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote.

A. Members who are delinquent in the payment of Assessments shall not be entitled to vote nor shall any person on said Member's behalf be entitled to vote at any meeting of the Association, annual or special, for so long as any such assessments remain delinquent.

B. All proxies must be in writing, signed by the person entitled to vote granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member or person authorized to vote on his behalf.

Section 8. Waiver and Consent. Whenever the vote of Members or persons on their behalf at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

A. Call to order.

B. Roll call.

C. Proof of notice of meeting or waiver of notice.

D. Reading of minutes of prior meeting.

E. Officers' reports.

F. Committee reports.

G. Elections.

H. Unfinished business.

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I. New business.

J. Adjournment.

Section 10. Parliamentary Procedure. All homeowners meetings shall be governed by Roberts Rules of Order.

ARTICLE V  
NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is 2601 East Oakland Park Boulevard, Fort Lauderdale, Florida 33606, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE VI  
FINANCES

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account;

however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE VII  
CONVEYANCE TO ASSOCIATION

The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Properties.

ARTICLE VIII  
ASSESSMENTS

Assessments shall be levied and collected in accordance with the provisions of the Declaration.

ARTICLE IX  
AMENDMENT

A. Proposals for amendments to these By-Laws which do not conflict with the Declaration or the Articles of Incorporation may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than thirty (30) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of 66-2/3 of the votes cast at a duly called and held meeting of the Association shall be required for approval of the proposed amendment.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these By-Laws to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these By-Laws.

ARTICLE X  
DECLARANT CONTROL OF ASSOCIATION

Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any portion of the Properties or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of

the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein.

ARTICLE XI  
CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of the instrument shall nevertheless be and remain in full force and effect.

PINELLAS COUNTY FLA.  
OFF. REC. BK 12715 PG 1214

<b>FEATHER COVE UNIT ONE</b>
<b>Legal Description of Properties Subject to Declaration</b>
<b>MILLER, HELEN, Trustee of the Helen Miller Revocable Trust UTD August 19, 2009, Lot 31, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>DENNIS, DOROTHY D., Lot 32, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>SUTTON, JANET K., as Trustee u/a/d 4/10/2015, a revocable living trust, Lot 33, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>KHAN, RAHAMAT and BERNICE, Lot 34, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>CONN, TIMOTHY J. and MARGARET M., Lot 35, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>STANELY, WARREN B. and SHERRY-JAYNE, Lot 36, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>INGLE, W. EUGENE and MARIE V., Lot 37, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MARTINI, KATHRYN M., Lot 38, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>LANG, VICTOR and MARTHA M., Lot 39, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>TANAKA, AKIKO, Trustee of the Tanaka Family Revocable Living Trust Agreement dated November 3, 1999; Lot 40, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>DALGAR, JONI, Lot 41, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>STOWASSER, CAROL L. and WILLIAM R., Lot 42, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MAWICKE, MICHAEL J., Lot 43, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>BAKER, RAY B. and ANN MILLER, Trustees U.D.T. 7-1-15, Lot 44, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>FUNK, ANNA LOUISE and DOLSON, BARBARA FUNK, Lot 45, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MARSHALL, STEVEN D., Lot 46, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>BENDER, MARY ALYCE, Lot 47, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>PESSILLO, DOROTHY</b> Lot 48, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
<b>SIPES, JUDITH N., Lot 91, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MILLER, HELEN and OPYD, MARK D., Lot 92, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>BROCK, NORIE, Lot 93, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>BYRNE, MARTHA HALL, Trustee of the Martha Hall Byrne Revocable Trust under agreement dated June 11, 1999, Lot 94, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MCDONNELL, CHRISTOPHER E. and CYNTHIA S., Lot 95, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>GORDON, DEBRA, Lot 96, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>CONLEY, CHRISTOPHER J., Lot 97, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>SANTIAGO, ANDREA NORINE, Lot 98, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MILLER, JASON and DENISE, Lot 99, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>DITZEL, JR., GEORGE J., Lot 100, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>DUNLAP, DIANE L., Lot 101, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>OVER, MICHAEL JAMES, Lot 102, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>WATSON, STEVEN, P., Lot 103, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MURAD, SAMUEL G., Lot 104, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>MILLER, HELEN and OPYD, MARK D., Lot 105, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>
<b>CHIOCCARIELLO, CARMINE, Lot 106, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida</b>

LATHAM, NANCY M., Lot 107, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
DINKMEYER, BRADLEY C., Lot 108, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
STOICAN, JULIAN and DANIELA, Lot 109, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
BLANCK, AMY, Lot 110, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
BUTLER, LEE, Lot 111, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
GELB, LAWRENCE, Lot 112, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
WEGRZYNSKI, STANLEY J. and PATRICIA A., Lot 113, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
KOPP, MARY E., Lot 114, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
FALANGA, REBECCA M. and JOSEPH E., Lot 115, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
RUIZ, CARMEN L., Lot 116, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
WYANT, GARY and SUSAN a/k/a WYANT, SUSAN M., Lot 117, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
ROTH, DENNIS I. and DONNA F., Lot 118, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
MARINELLI, FRANK and ANA M., Lot 119, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
BIBLE, STEVEN and LORI, Lot 120, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
DEFEO, JANET M. and EDWARD A., Lot 121, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
BUNN, LORETTA L., Lot 122, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
RUANE, NANCY E., Lot 123, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
SZAFRANSKI, DANIEL H. and MARCIA A., Lot 124, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
BRUNSON, JOHN M. and FITZGERALD, SARAH E., Lot 125, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
MOORE FAM ROYALTY TR UA 033095, Jesse Clay Moore and Z June Moore, as Trustees, Lot 126, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
GLASER, EWA, Lot 127, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
LEVERITT, AARON JEROME and SUSAN, Lot 128, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
COHEN, JACQUELINE, Lot 129, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida
FRANZEN, CHERYL A., Lot 130, Feather Cove Unit One, according to the Plat thereof, recorded in Plat Book 85, Pages 74 and 75, Public Records of Pinellas County, Florida

<b>FEATHER COVE UNIT TWO</b> <b>Legal Description of Properties Subject to Declaration</b>
<b>NIELSEN, JAMES PETER and NAVARRO, AMNEMIE ADELLE</b> , Lot 49, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>KEITH, CATHY L.</b> , Lot 50, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>ROBERTSON, THOMAS and JENNIFER</b> , Lot 51, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>MURRAY, RICHARD S. and KATHLEEN A.</b> , Lot 52, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>HELLER, DOMINIQUE E.</b> , Lot 53, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>VOGELHEIM, VARCHY, Trustee, Varchy Vogelheim Trust Agreement, U/T/D November 8, 1999</b> , Lot 54, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>VOGELHEIM, VARCHY, Trustee, Varchy Vogelheim Trust Agreement, U/T/D November 8, 1999</b> , Lot 55, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>COHEN, STEVEN</b> , Lot 56, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>HOLDER, MARY C.</b> , Lot 57, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>O'DONNELL, GERALD L. and DARLA J.</b> , Lot 58, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>BAUMGARTNER III, CHESTER G. and JOANNE M.</b> , Lot 59, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>KITZINGER, PAUL R.</b> , Lot 60, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>WOLTERS, JEFFREY BRIAN</b> , Lot 61, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>STRAW, MICHAEL A. and CLAUDIA A.</b> , Lot 62, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>MILLER, ROBERT A.</b> , Lot 63, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>SOECHTIG, JACQUELINE E. and CLIFFORD J.</b> , Lot 64, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>CALBY, BLANCHE</b> , Lot 65, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>ROBERTS, JONATHAN J. and KIMBERLY</b> , Lot 66, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>CHAPLE, CYNTHIA M.</b> , Lot 67, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>GOODRICH, KELLY L. and ANN L.</b> , Lot 68, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>YEAGER, HELEN L., as Trustee of the Helen L. Yeager Living Trust u/a dated July 2, 2010</b> , Lot 69, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>HUDSON, BRENDA MARSH and ALFRED K.</b> , Lot 70, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>SCALISE, RAYMOND J. and FRIGO, PAMELA</b> , Lot 71, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>JOYCE, MICHAEL G. and COLLINS-JOYCE, MARY ANN</b> , Lot 72, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>TATELBAUM, DONNA V.</b> , Lot 73, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>FREEMAN, MARGUERITE</b> , Lot 74, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>WILLIAMS, BRIAN and SLUSSER, RUTH</b> , Lot 75, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>TODISCO, LAURA D.</b> , Lot 76, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>RAY, KAY C.</b> , Lot 77, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>BAIR, MAUREEN J.</b> , Lot 78, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>LAI, FELIX</b> , Lot 79, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>FLATTEN, BRUCE D. and MCDANIEL, BARBARA J.</b> , Lot 80, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>WASHINGTON, REDA</b> , Lot 81, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>DINKMEYER, BRADLEY C.</b> , Lot 82, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>BURQUETTE, CAROLYN, as Trustee of the Carol L. Shoopak Revocable Trust Agreement dated January 14, 1997</b> , Lot 83, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida

<b>GOODE, DARRELL R. and VICKI J.</b> , Lot 84, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>UBER, PATRICIA F.</b> , Lot 85, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>NEIL, DANIEL G. and BARBARA E.</b> , Lot 86, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>PENNALA, JUDY L.</b> , Lot 87, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>OLSON, LAURA KRISTINA</b> , Lot 88, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>MAIZE, KATHRYN N. and MAIZE, KATHRYN N.</b> , as Trustee of the <b>Earl R. Maize and Kathryn N. Maize Revocable Trust dated October 21, 1997</b> , Lot 89, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida
<b>MANNING HUGH E. and CATHERINE H.</b> , Lot 90, Feather Cove Unit Two, according to the Plat thereof, recorded in Plat Book 86, Pages 57 and 58, Public Records of Pinellas County, Florida

UNOFFICIAL

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

**FINAL ORDER NO. DEO-17-125**

May 19, 2017

Tiffany Grant, Esq.  
CIANFRONE, NIKOLOFF, GRANT, & GREENBERG, PA.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

**Re: Feather Cove Homeowners Association**

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Feather Cove Homeowners Association and has determined that that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the homeowners' documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1)-(3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

A handwritten signature in black ink, appearing to read 'James D. Stansbury', is written over a large, faint, dashed watermark that says 'DRAFT' diagonally across the page.

James D. Stansbury, Chief  
Bureau of Community Planning and Growth

**Exhibit "C"**

Tiffany Grant, Esq.  
May 19, 2017  
Page 2 of 3

**FINAL ORDER NO. DEO-17-125**

**NOTICE OF ADMINISTRATIVE RIGHTS**

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230  
AGENCY.CLERK@DEO.MYFLORIDA.COM

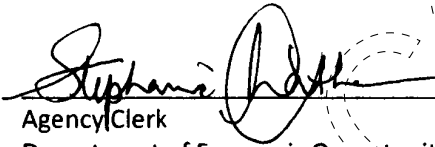
YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THE FINAL ORDER.

Tiffany Grant, Esq.  
May 19, 2017  
Page 3 of 3

FINAL ORDER NO. DEO-17-125

**NOTICE OF FILING AND SERVICE**

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 19<sup>th</sup> day of May, 2017.

  
\_\_\_\_\_  
Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

**By Certified U. S. Mail:**

Tiffany Grant, Esq.  
CIANFRONE, NIKOLOFF, GRANT, & GREENBERG, PA.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

**By interoffice delivery:**

Rozell McKay, Government Analyst I, Division of Community Planning