

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE COMMUNITY OF EMERALD BAY**

AND

**BYLAWS OF THE COMMUNITY OF EMERALD BAY
HOMEOWNERS ASSOCIATION, INC.**

AND

**CERTIFICATE OF RECORDATION OF THE BYLAWS OF THE COMMUNITY OF
EMERALD BAY HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay was originally recorded in Official Records Book 7053, Page 1051 of the Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, Article XI, Section 3 of the Declaration was amended pursuant to that certain Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay recorded in Official Records Book 18046 at Page 1911 of the public records of Pinellas County, Florida to provide that a proposed amendment to the Declaration must be approved by at least seventy-five percent (75%) of those Lot Owners who are entitled to vote and who participate in the voting at a membership meeting of the Association, in person or by proxy, provided a majority of all members entitled to vote must participate in the voting in order for the voting to be valid; and

WHEREAS, the Community of Emerald Bay Homeowners Association, Inc. (the "Association") is the entity responsible for the operation and maintenance of certain property in the Community at Emerald Bay Community as set forth in the Declaration; and

WHEREAS, after conducting a diligent search of the official Records of Pinellas County, Florida, the Association determined that the Bylaws of the Community of Emerald Bay

Homeowners Association, Inc. (the "Bylaws") were not recorded in the Official Records of Pinellas County, Florida; and

WHEREAS, a true and accurate copy of the original Bylaws as originally executed in 1989 is attached hereto as Exhibit A; and

WHEREAS, pursuant to Article XIII of the Bylaws, the Bylaws may be amended by approval from a majority vote of the membership of the Association, at a regular or special meeting.

NOW THEREFORE, we, Ron Poirier, as President, and Bobbi Storey, as Secretary, of the of the Community of Emerald Bay Homeowners Association, Inc. do hereby certify that: attached hereto and incorporated herein as Exhibit A is a true and accurate copy of the Bylaws as originally executed in 1998; pursuant to the requirements of Article XI, Section 3 of the Declaration and Florida law the following amendments to the Declaration were approved by the membership at a membership meeting on March 1, 2016; and pursuant to the requirements of Article XIII of the Bylaws and Florida law the following amendments were approved by the membership at a membership meeting on March 1, 2016.

**AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
THE COMMUNITY OF EMERALD BAY**

I. Article VII, Section 3 of the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay is amended to read as follows:

Section 3. As of the effective date of this amendment, the installation of sub-meters for each residence is hereby authorized, as well as necessary alterations to the sewer and water lines. As soon as the new system is operational, the Owners each Lot will be billed by a third party acting on behalf of the Association, based upon the actual consumption of water by that Lot for the billing period, in addition to a pro rata share of any administrative fees charged to the Association. Payments of amounts billed must be received within 20 days from the billing date, and if payments are not received within that time frame, a late fee of \$25 per month will be imposed, ~~as well as 18 percent interest being charge~~ on the past-due balance. The Owners of the Lot will be personal liable for sewer and water charges allocated to their Lot, and the Association will also have a continuing lien against the property to secure payment of these amounts, in addition to any unpaid assessments or other charges which are lien able. The Association will also be entitled to recover all costs and attorneys' fees incurred in connection with collecting any past-due amounts.

II. Article VII, Section 5 of the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay is amended to read as follows:

Section 5. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at eighteen percent (18%) simple interest per annum or the highest rate of interest permitted by Florida usury laws per annum whichever is lower. In the event that the assessment remains unpaid after sixty (60) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property. No Owner may otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Lot. The association may also charge an administrative late fee not to exceed the greater of twenty five dollars (\$25) or five percent (5%) of the amount of each installment that is paid past the due date.

III. Article IX, Section 2 of the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay is amended to read as follows:

Section 2. Maintenance. The Association shall maintain and keep in good repair any Common Area and the individual Lots for which the Association may assume temporary responsibility and for this purpose may levy assessments described herein. In addition to the above, the assessments levied by the Association shall also be used to pay for the maintenance (cutting, fertilizing, pest control and sod replacement) of all grassed areas of the lots, and all shrubbery located on the lots with the exception that the individual owner shall be responsible for any plantings installed by the owner, and the planting area immediately adjacent to the dwelling unit. The trimming and removal of trees, regardless of location, shall be the responsibility of the Association.

IV. Article X, Section 6 of the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay is amended to read as follows:

Section 6. Animals. No animals, fowl, reptiles, or poultry shall be kept on any lot within the Properties, except not more than two domestic dogs (under 20 pounds), two cats, or a reasonable number of fish and birds may be kept as household pets, provided that they are not kept, bred, or raised thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept on a leash or properly confined within the properties. No dog or cat shall be allowed outside a Lot except on a leash. No pet shall be left unattended outside a Lot while on the Property. Prospective tenants are responsible for payment of a non-refundable pet registration fee of three-hundred dollars (\$300.00) for each dog prior to occupancy. Vicious breeds and uninsurable pets (i.e. pets that create policy coverage exclusions under insurance policies or pets that cause increases in insurance policy premiums under insurance policies) are prohibited at all times. The following canine breeds, including any canine that is a mixed-breed containing any of the following canine breeds, are forbidden: Pit Bull, Rottweiler, Doberman Pincher, Akita, Huskies, Malamutes, and Chow. The Board of Directors may, from time to time, publish a list of other canine breeds that are

deemed dangerous and prohibited from being kept or harbored in the Property. The Board of Directors has the authority to demand the immediate removal of any pet that constitutes a hazard, nuisance or annoyance to the occupants of neighboring Lots. Lot Owners shall comply with the Rules and Regulations promulgated by the Association and Pinellas County ordinances with regard to the control of pets. This Section 6 and all amendments to this Section shall take effect upon being recorded in the Public Records of Pinellas County, Florida.

V. Article X, Section 15 of the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay is amended to read as follows:

Section 15. Lease Restrictions. No lot shall be leased for a period of less than ninety (90) days ~~twelve (12) months~~ by any lot owner. All leases shall require any lessees to comply with all restrictions imposed herein, and any rules and regulations adopted by the Association, and shall provide the Association with the right of ousting any tenant that fails to abide and comply with the foregoing; provided, however that such provision shall not relieve the Lot owner from any liabilities incurred by the failure of a Lessee to so comply and/or abide with the foregoing. No lease shall relieve any Lot Owner from the obligations imposed upon the Lot Owner by this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association and/or the rules and regulations adopted by the Association, Any Lot Owner leasing a Lot shall be required to provide the Lessee with a copy of the Declaration and the rules and regulations. The Association may provide sample lease provisions to accomplish the restrictions imposed by this paragraph. Any lease which does not impose the restrictions proposed by this paragraph shall be deemed to include such restrictions. No Lot may be leased or rented without the prior written approval of the Association. For the purposes of this section, "lease" or "leasing" shall be defined as occupancy of a Lot by a person who does not have a permanent residence elsewhere while the Lot Owner resides elsewhere, or occupancy of the Lot by a person who is residing in the Lot in exchange for consideration. No lease of any Lot shall be permitted unless, fourteen (14) days prior to the prospective tenant(s) moving into the Lot, the Lot Owner submits to the Association or its representative, a completed lease application listing the names of all potential occupants, a copy of the proposed lease and a non-refundable leasing application fee of \$100. A leasing application fee of \$100 shall not be charged for an amendment or renewal of an existing lease involving the same tenant(s) and the same Lot. The Association has the right to perform a background check and credit check on the potential occupant(s). No Lot may be leased or rented for a period of less than one (1) year. Each Lot Owner attempting to lease his or her Lot shall provide the proposed tenant(s) a copy of the Association's Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations, as amended from time to time. In the event that a tenant of a Lot Owner, whether approved to occupy the Lot or not, violates any provision in the Association's governing documents, the Association shall have the right and authority to issue notices and evict the tenant from the Lot as if the Association

were the landlord under Chapter 83, Florida Statutes. Each Lot Owner covenants and agrees that any lease of a Lot shall incorporate the foregoing provision concerning the Association's authority to evict a tenant in violation of this Declaration, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein. All leases must also incorporate wording that requires the tenant(s) to comply with the Association's Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations, as amended from time to time. This Section 15 and all amendments to this Section shall take effect upon being recorded in the Public Records of Pinellas County, Florida, and shall apply to all leases entered into subsequent to the recording date.

VI. Article X, Section 16 of the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay is created to read as follows:

Section 16. Ownership Restrictions. No person may own more than two (2) rental Lots, in addition to his or her primary residence. No entity (other than a mortgagee obtaining title to a Lot through a mortgage foreclosure sale or deed in lieu of foreclosure) may become an Owner of more than two (2) Lots. For the purpose of calculating the total number of Lots owned by any person or entity, the calculation shall include any Lots owned by any entity that is controlled by said person or that is owned by said person with at least a ten percent (10%) or greater stake. Additionally, the calculation shall include any Lots owned by any trust where said person is a trustee or beneficiary.

VII. Article VII, Section 4 of the Declaration of Covenants, Conditions and Restrictions of the Community of Emerald Bay is created to read as follows:

Section 4. ~~Special Assessments~~ Creation of the Lien and Personal Obligation of Assessments. The maintenance assessments and all special assessments set forth in Articles III and X, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made and shall be a lien in favor of the Association for the benefit of all Lot Owners. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. ~~The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The personal obligation for delinquent assessments shall pass to successors in title.~~ A Lot Owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous owner. The lien of the assessments provided for in this Article VII shall be a lien superior to all other liens, less and except real estate tax liens and the lien of any mortgage to any

institutional lender which is now or hereafter placed upon any property subject to Assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Notwithstanding anything to the contrary contained in this Declaration, unless recovery of a greater sum is permitted by Florida law, as amended from time to time, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of first mortgage, that acquires title to a Lot by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgage foreclosure action. No sale or transfer shall relieve such Lot or Lot Owner thereof from liability for any assessments thereafter becoming due.

**AMENDMENTS TO
BYLAWS OF
COMMUNITY OF EMERALD BAY HOMEOWNERS ASSOCIATION, INC.**

I. Article III, Section 2 of Bylaws of the Community of Emerald Bay Homeowners Association, Inc. is amended to read as follows:

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the members of the Class B membership or upon written request of one-fourth (1/4th) of the Class A membership who are entitled to votes. At meetings of the membership, the President, or in his or her absence the Vice President, shall preside, or in the absence of both, the Board of Directors shall select a chairman.

II. Article IV, Section 2 of Bylaws of the Community of Emerald Bay Homeowners Association, Inc. is amended to read as follows:

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year and one (1) director for a term of two (2) years; and at each annual meeting thereafter the members shall elect the appropriate number of directors for a term of two (2) years. In order to implement the staggered terms, the terms of all existing directors shall expire and nine (9) directors shall be elected at the first annual meeting following the recording of this amendment. The four (4) candidates receiving the highest number of votes shall serve a term of two (2) years. The five (5) candidates receiving the next highest number of votes shall serve a one (1) year term. At the second annual meeting following the recording of this amendment and all subsequent annual meetings, each

director elected shall serve for a term of two (2) years on a staggered basis, or until such time as his or her successor is chosen, whichever is earlier.

III. Article V, Section 1 of Bylaws of the Community of Emerald Bay Homeowners Association, Inc. is deleted in its entirety and replaced with the following:

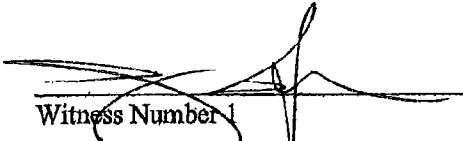
Section 1. Nomination. Each owner who is eligible to become a director may be nominated at the annual meeting or at a meeting called for that purpose not less than thirty (30) days prior to the annual meeting.

IV. Article V, Section 2 of Bylaws of the Community of Emerald Bay Homeowners Association, Inc. is deleted in its entirety and replaced with the following:

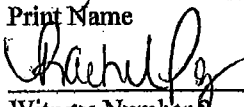
Section 2. Election. Election of directors shall be held by secret ballot or limited proxy if there are more nominees than the number of open director positions. The candidates receiving the greatest number of votes shall be elected. Cumulative voting shall not be permitted.

CODING: Added language is marked with a double-underline. Deleted language is marked with a ~~strikethrough~~.

WITNESSES:



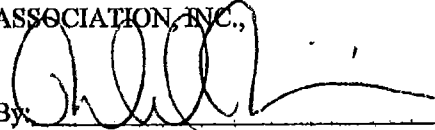
Witness Number 1
Angela Jones

Print Name


Witness Number 2
Rachel Pagano

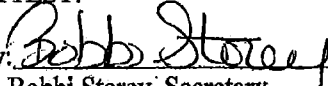
Print Name

COMMUNITY OF EMERALD BAY ASSOCIATION, INC.,



By: Ron Poirier, President

ATTEST:



By: Bobbi Storey, Secretary

[NOTARY ON FOLLOWING PAGE]

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Certificate of Amendment and Recordation was acknowledged before me this 15 day of March, 2016, ~~Ron Poirier, President, and Bobbi Storey, Secretary,~~ of the Community of Emerald Bay Homeowners Association, Inc. who are personally know to me or who have produced F.L.D.C. as identification, who executed the foregoing Certificate of Amendment and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.



Jennifer Allen

Notary Public, State of Florida at Large

Print Name: Jennifer Allen

My Commission Expires: 11/22/2019

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Certificate of Amendment and Recordation was acknowledged before me this 15th day of March, 2016, Ron Poirier, President, and ~~Bobbi Storey~~, Secretary, of the Community of Emerald Bay Homeowners Association, Inc. who are personally know to me or who have produced _____ as identification, who executed the foregoing Certificate of Amendment and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

H.S.

Heather Souther
Notary Public, State of Florida at Large

Print Name: Heather Souther

My Commission Expires: 07-18-18



BY-LAWS

OF

COMMUNITY OF EMERALD BAY HOMEOWNERS ASSOCIATION, INC.
(A Not-For-Profit Florida Corporation)

ARTICLE I

The name of the corporation is COMMUNITY OF EMERALD BAY HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, not for profit, hereinafter referred to as the "Association". The principal office of the corporation shall be located at: 1451 S.R. 584, Oldsmar, Florida 34677, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1. "Association" shall mean and refer to COMMUNITY OF EMERALD BAY HOMEOWNERS ASSOCIATION, INC., a Florida Corporation not for profit, its successors and assigns.

SECTION 2. "Common and Open Area" (hereinafter referred to as "common area") shall mean all real property owned by the Association for the common use and enjoyment of the owners and all real property which has been set aside by easement or otherwise in the plat referred to herein or in these covenants, conditions and restrictions for the common use and enjoyment of owners.



SECTION 3. "Declarant" shall mean GREEN JACKET, INC., a Florida Corporation, its successors and assigns, provided such successors or assigns acquire more than one lot or residential unit for the purpose of development. GREEN JACKET, INC. shall, at all times, have the right to assign its interest herein to any successor or nominee.

SECTION 4. "Lot" shall mean any residential lot as shown on the recorded subdivision map referred to above. "Unit" shall mean any residential structure located on a residential lot intended for independent ownership and use.

SECTION 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

SECTION 6. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

SECTION 7. "Contiguous Units" shall mean that grouping of units or dwellings of the number of two or more which shall have the same roof structure and/or share one or more party walls.

ARTICLE III

MEETING OF MEMBERS

SECTION 1. Annual Meetings. The annual meeting of the members shall be held during the month of January of each year on the date, time and place as established by the Board of Directors. The organizational meeting of the Board of Directors of the Association shall be held immediately succeeding the annual meeting of the members.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the members of the Class B membership or upon written request of one-fourth (1/4th) of the Class A members who are entitled to vote.

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

SECTION 4. Quorum. The presence at the meeting of members entitled to cast votes, or of proxies entitled to cast votes, equal to one-third (1/3rd) of the total votes of each class of

membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at a meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members.

SECTION 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year and one (1) director for a term of two (2) years; and at each annual meeting thereafter the members shall elect the appropriate number of directors for a term of two (2) years.

SECTION 3. Removal. Any director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a

director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

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

of vacancies that are to be filled.

SECTION 2. Election. Upon request of any member, election of the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than quarterly, at such place and hour as may be fixed from time to time by resolution of the Board.

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

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

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

(e) employ a manager, an independent contractor and/or such other employees as they deem necessary and to prescribe their duties, and authorize the purchase of necessary supplies and equipment and to enter into contracts in connection

with the foregoing items or services;

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

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

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

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

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

(c) to fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period and to send written notice of each assessment and the manner of payment for same, at least thirty (30) days in advance of each annual assessment period;

(d) to foreclose the lien against any property for which assessments are not paid or to bring an action at law

against the owner personally obligated to pay the same, at the election of the Board of Directors;

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

(f) to procure and maintain adequate liability, fire and extended coverage and hazard insurance on property owned by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage; to procure and maintain Workmen's Compensation insurance in compliance with Florida Statutes;

(g) to cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(h) to cause the common area and that portion of the units not maintained by the owner thereof to be properly maintained.

(i) to enforce by suit or other appropriate means any covenant or restriction contained in the Declaration, the Articles of Incorporation and these By-Laws.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time, by resolution, create;

SECTION 2. Election of Officers. The election of officers shall take place at the organizational meeting of the Board of Directors which shall follow each annual meeting of the members.

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

SECTION 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

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

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

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

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

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

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

(c) Secretary. The Secretary shall record, or cause to be recorded, the votes and keep, or cause to be kept, the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve, or cause to be served, notice of meetings of the Board and of the members; keep,

or cause to be kept, appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual financial report of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

SECTION 1. Creation of Architectural Committee. The Board of Directors shall appoint a committee to be known as the Architectural Committee. Such committee shall consist of three (3) or more members of the Association who shall serve at the pleasure of the Board. The duties of this committee are fully set out in the Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of Pinellas County, Florida.

SECTION 2. Creation of Other Committees. The Board of Directors may, at its discretion, create such other committees as it deems appropriate, from time to time.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessment which are secured by a continuing lien upon the property against which the assessment is made and are a personal obligation of the member.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: COMMUNITY OF EMERALD BAY HOMEOWNERS ASSOCIATION INC., a Florida Corporation not for profit, 1989.

ARTICLE XIII

AMENDMENTS

SECTION 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the members of the Association, except that the Federal Housing Administration

or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

ADOPTED this 1 day of July, 1989.

[Signature]
Secretary