

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

**CERTIFICATE AS TO
AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS
RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE,
THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND
THE ANCHORAGE OF TARPON LAKE UNIT THREE**

NOTICE IS HEREBY GIVEN that at a duly called annual meeting of the members held on October 17, 2016, the attached Amended and Restated Declaration of Restrictions and Affirmative Covenants Relating to The Anchorage of Tarpon Lake Unit One, The Anchorage of Tarpon Lake Unit Two, and The Anchorage of Tarpon Lake Unit Three, which amends and restates the Declaration of Restrictions Relating to The Anchorage of Tarpon Lake Unit One originally recorded at O.R. Book 3928, Page 279 et seq., Declaration of Restrictions Relating to The Anchorage of Tarpon Lake Unit Two, originally recorded in O.R. Book 4018, Page 1786 et seq., and Declaration of Restrictions relating to Anchorage of Tarpon Lake Unit Three originally recorded at O.R. Book 4105, Page 266 et seq., as same were combined by that certain Amended Declaration of Restrictions Relating to Anchorage of Tarpon Lake Unit One, Two and Three recorded at O.R. Book 5458, Page 1310 et seq., which was further amended and restated by the Amended Declaration of Restrictions and Affirmative Covenants Relating to Anchorage of Tarpon Lake Unit One, Two and Three recorded at O.R. Book 6921, Page 1501 et seq., and all of which were revitalized by that certain Notice of Revitalization of Declaration of Restrictions Relating to Anchorage of Tarpon Lake Unit One, Two and Three recorded at O.R. Book 18876, Page 483 et seq., all of the public records of Pinellas County, Florida, was duly adopted by the approval of a majority vote of the members voting either in person, by ballot or proxy, but not less than a total of 85 affirmative votes.

THEREFORE, the Declaration is amended and restated in its entirety to read as reflected on the attached Amended and Restated Declaration of Restrictions and Affirmative Covenants Relating to The Anchorage of Tarpon Lake Unit One, The Anchorage of Tarpon Lake Unit Two, and The Anchorage of Tarpon Lake Unit Three which is incorporated in its entirety herein by this reference.

IN WITNESS WHEREOF, ANCHORAGE HOMEOWNER'S ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 13th day of September, ~~2016~~ 2018

ANCHORAGE HOMEOWNER'S
ASSOCIATION, INC.

By:

Dick Diebold
Dick Diebold, as President

(Corporate Seal)

ATTEST:

Lynn Engers, as Secretary

LISA MINICH

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13th day of September, ~~2016~~ 2018, by Dick Diebold, as President, and Lynn Engers, as Secretary of ANCHORAGE HOMEOWNER'S

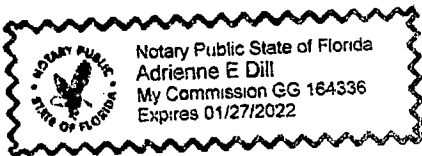
ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ and _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

My Commission Expires:

Adrienne E Dill

Notary Public

State of Florida at Large



AMENDED AND RESTATED

DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS

RELATING TO:

THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE according to the plats thereof, recorded in Plat Book 67, Pages 99-100, Plat Book 70, Pages 27-28, and Plat Book 70, Page 99-101, respectively, all of the Public Records of Pinellas County, Florida.

KNOW ALL MEN BY THESE PRESENTS, that by the affirmative vote of at least a majority of the owners of the lots in the above described property, the following amended and restated Declaration is set forth and each lot and lot owner, their heirs, grantees, successors and assigns shall be bound by this amended and restated Declaration and its covenants and restrictions originally recorded in Official Records Book 5458, Pages 1310 through 1322, of the public records of Pinellas County, Florida. It is hereby declared that all of the above described property is subject to the Restrictions set forth below which shall relate back to the recording of the original Declaration hereinabove referenced. These Restrictions shall be covenants running with the land, regardless of whether or not they are specifically mentioned in any deeds of conveyance subsequently executed. All conveyances of any of the above described property, or any part thereof, shall be subject to each and every of the Restrictions contained herein.

1. Statement of Purpose.

The purpose of these Restrictions is to ensure the use of the above described property for single-family residential purposes only, to limit and control the population density, to ensure the attractiveness and safety of the area for ourselves and our children, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain fair and adequate property values, to maintain the desired tone of the community, and thereby to secure to each property owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her property than is necessary to ensure the same advantage to the other property owners.

2. Definitions.

The following words and terms when used in these Restrictions or any supplemental or amended Restrictions shall, unless the context clearly indicates otherwise, have the following meanings:

A. ASSOCIATION means ANCHORAGE HOMEOWNER'S ASSOCIATION, INC., a Florida Corporation not for profit, its successors or assigns, a copy of which has been recorded in Official Records Book 3928, Pages 287 through 292, of the Public Records Pinellas County, Florida.

B. BOARD means the Board of Directors of the Association.

C. LOT means a Lot as shown on the plats of THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE according to the plats thereof, recorded in Plat Book 67, Pages 99-100, Plat Book 70, Pages 27-28, and Plat Book 70, Page 99-101, respectively, all of the Public Records of Pinellas County, Florida.

D. LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.

E. PERSON means a person, firm, association or corporation.

F. SUBDIVISION means the following described lands, to-wit: THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE according to the plats thereof, recorded in Plat Book 67, Pages 99-100, Plat Book 70, Pages 27-28, and Plat Book 70, Page 99-101, respectively, all of the Public Records of Pinellas County, Florida; excepting therefrom any tracts or parcels which may be specifically hereinafter partially or totally excluded. Copies of the plats are attached hereto as Exhibit "A".

G. INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages, or federal or state savings and loan association having a first mortgage lien upon any LOT or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

H. IMPROVED LOT means LOT upon which a residence has been constructed for which a certificate of occupancy has been issued by the appropriate governmental agency having jurisdiction.

J. COMMON AREA shall mean all real property owned by the ASSOCIATION for the common use and enjoyment of its members. The COMMON AREA to be owned by the ASSOCIATION is described as follows:

PARCEL R OF ANCHORAGE OF TARPON LAKE UNIT ONE according to the plat thereof as recorded in Plat Book 67, Pages 99-100, of the Public Records of Pinellas County Florida.

The COMMON AREA may be increased by conveyance to the ASSOCIATION of additional parcels.

3. Residential Use.

All Lots in the Subdivision and all Lots enlarged or recreated by the shifting of location of side property lines are restricted to residential use of a single family, its household, servants

and guests. Only one residential building may be built on a Lot. No portable or temporary buildings or trailers may be placed on a Lot. Accessory buildings are allowed on any Lot which will support the residence and must be approved, in writing, by the Board of Directors and constructed to the Board adopted or amended guidelines in effect at the time the application is submitted for approval.

4. No Trade, Business or Profession, Etc.

No trade, business, profession or any other type of commercial activity shall be carried on upon any of the foregoing Lots to the extent that same causes increased traffic, deliveries, noise, or other external impacts outside of the residence in which conducted.

5. Community Television Antenna.

In order to ensure continuance of the Subdivision as a community of high standards, quality and beauty and to provide the residences constructed within the Subdivision a high caliber of television reception without the installation of unsightly aerials and/or antennas, the Association hereby reserves unto itself its successors or assigns, the right, but not the obligation, to install such lines, cables or other equipment as may be necessary or required, across the LOTS in the Subdivision for the purpose of creating a community Antenna Television System. Such Installations shall be located within the utility easement as shown on the plats of the Subdivision, or within the area comprising the front, side and rear setback requirements as established by local governmental regulations. No antennas, satellite dishes, radio antennas, or other similar reception devices may be erected or maintained on any Lot, except as may be authorized in writing by the Board of Directors or as may be required to be permitted by Law in which event, they shall be placed in the most inconspicuous position that still allow receipt of a clear signal.

6. Age Limitation on Permanent Residents.

Whereas the Subdivision has been developed and the structures located therein have been designed primarily for the comfort, convenience and accommodation of adult persons, at least one person fifty-five (55) years of age or older must be a permanent occupant of each lot while any person occupies said lot. Persons under the age of fifty-five (55) and more than eighteen (18) years of age may occupy a lot as long as at least one of the occupants is fifty-five (55) years of age or older. No person who has not attained the age of eighteen (18) shall be permitted to occupy said lot therein; provided, however that person under said age shall be permitted to visit and temporarily reside thereon, but such temporary residence shall not exceed ninety (90) days in any one calendar year or ninety (90) days within any consecutive twelve (12) month period, whichever may provide the shortest period of such temporary residence.

The Board of Directors shall promulgate, from time to time, such rules, regulations, and procedures as are necessary to ensure compliance with this restriction.

7. Leases.

A. Any lot owner intending to make a lease of his or her lot or any interest therein or to renew or extend an existing lease shall give to the Association a written notice of his or her intention to lease or renew, together with the name and address of his or her intended lessee, and such other information as the Association may reasonably require, including, but not limited to any information necessary to run criminal and/or financial background checks should the Board of Directors, in its sole and absolute discretion, decide to run same. This provision shall in no manner obligate the Association to run criminal and/or financial background checks nor to guarantee an absence of criminals or guarantee the safety of the residents of the community, their family members, tenants, guests or invitees. In connection with any application for lease, the Board of Directors may require an application fee in an amount up to but not to exceed the maximum allowed by law. The notice of the intended lease shall constitute a warranty and representation by the lot owner that he or she believes the proposal to be bona fide in all respects.

B. No lease of a lot shall be valid without the written approval of the Association, which approval shall not be unreasonably withheld. Approval shall be signed by an executive officer of the Association and shall be delivered to the lessee and made a part of the lease.

C. Failure of the Association to act within 30 days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver an approval.

D. The provisions of this paragraph 7 shall apply to original and all successive leases, lease renewals, subleases or assignments.

E. No lot owner shall lease his or her property, nor shall approval be given, until and unless all assessments due are paid or their payment provided for to the satisfaction of the Association and unless the proposed lessee can qualify as to the age and use restrictions provided in this Declaration of Restrictions.

F. If a lot owner shall lease his or her property, he or she shall remain liable for the performance of all the agreements and covenants in these Declaration of Restrictions and shall be liable for the violations by his or her lessee of any and all use restrictions contained in this Declaration, the Articles of Incorporation, By-Laws, or any rules and regulations or guidelines of the Association. No lease shall be made for a term of less than one (1) year or more than one (1) year. Any occupancy of a residence in the absence of the record owner shall be deemed a lease for all purposes set forth herein.

G. Every lessee who acquires any interest in a lot shall acquire same subject to this Declaration of Restrictions and the provisions of the Articles of Incorporation, a copy of which is attached hereto as Exhibit "B" and By-Laws of the Association, a copy of which are attached hereto as Exhibit "C".

H. The Association shall have the right to evict a tenant, as an agent for the lot owner, for a failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations and guidelines of the Association. The lot owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other

than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the lot owner and his or her unit and may be collected in the same manner as an assessment including, but not limited to, through recording a Claim of Lien and foreclosing on same.

8. Resale of Lots.

Prior to the sale or transfer of a lot in the Subdivision, any lot owner desiring to sell or transfer his/her lot shall first submit a "Sale of Residence" document to the Board of Directors of the Association containing the name of the present owner and address; the name of the proposed new owner together with the names and relationship of the new owners household and number in household age fifty-five (55) or older. This information will assist the Association in record keeping, voter certification, communicating Deed Restriction requirements, and other functions.

The Board of Directors shall verify that all assessments have been paid and also post the amount of the quarterly maintenance fee to the "Sale of Residence" document. This information shall be provided promptly to the selling lot owner and/or the closing agent.

Within ten (10) days after recording of the Deed conveying the selling Lot Owners lot to the New Owners, the New Owners shall send a copy of the recorded deed to the Association, together with a certificate as to which lot owner will be designated as the authorized voter for Association business.

9. Dwelling Size.

The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 800 square feet. All homes shall be single-family homes and shall be one story; dwellings of two stories or more shall be prohibited.

10. Restrictions Concerning Lawns, Clothes Drying, Parking, Antennas, and Other Items:

A. Maintenance of Structures and Lawns. Any and all structures located upon a Lot including, but not limited to the exterior of residences, garages, accessory buildings, fences, walls, driveways, planters and roofs are to be maintained in a neat and attractive condition and shall be kept clean, free from dirt and debris, and in good repair. No gravel, blacktop or paved parking areas are permitted except as may be approved, in writing, by the Board of Directors. All lawns and landscaping must be properly maintained. Lawn is hereby defined as the yard area of a Lot from the front or side of the building walls and a line extension thereof to the side Lot lines and to the road pavement line in front of the Lot. Decorative ground cover, rock or shale, or materials other than grass shall not exceed ten percent (10%) of the total area of the lawn. The Lots are to be kept in a clean, neat and attractive condition at all times which shall include, but not be limited to, the lawn being mowed, edged, properly treated for pests and fertilized as necessary to maintain a healthy appearance and free of all unsightly structures or debris.

B. Outdoor Clothes Drying. Outdoor clothes drying activities shall be restricted to rear or side yard areas of residences only, provided such is not visible from any street or

recreation area. For the purposes of this restriction, all yard areas abutting streets or roadways shall be considered as front yards. When clothes are hung in a garage to dry, the garage door must be lowered to the extent that the clothes are not visible from the street.

C. Trash Containers, etc. All garbage and trash containers must be kept, placed or maintained on a Lot so as to not be visible from any street or recreation area; except (1) after 7:00 p.m. the evening before scheduled pick-up for NON-FOOD trash only or (2) after 5:00 a.m. on the day of a scheduled pick-up for any trash containing food items and in either event, all containers and/or refused trash must be removed in compliance with this restriction no later than 7:00 p.m. on the day of pick-up. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers.

D. Signs. No sign or emblem of any kind may be kept or placed or displayed upon any of the Lots or any improvements or personal property thereon provided, however, that one (1) 'For Sale' or 'For Rent' sign (two (2) if the Lot is a corner Lot in which event one may be placed on each street facing side) may be placed on a Lot providing such sign does not exceed 720 square inches, and one small name sign and security system sign shall be permitted. "For Sale" signs on vehicles parked in the Subdivision shall also be prohibited.

E. Antennas. No exterior radio, television or electronic antenna or aerial may be erected or maintained anywhere upon any of the Lots except as otherwise provided in this Declaration.

F. Parking. The parking or storage of automobiles, except upon paved areas, is prohibited. No vehicle shall be parked or stopped so as to block or partially block any sidewalk. Passenger cars, vans, sport utility vehicles and pick-up trucks up to one-half ton load carrying capacity, used primarily for carrying passengers and not for commercial purposes, are allowed vehicles. Only vehicles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked or stored on any Lot. The parking or storage of trucks in excess of one-half ton, buses, recreational vehicles, commercial vehicles, boats, boat trailers, campers, or other trailers upon any of the Lots is prohibited unless contained within a garage. The overnight parking of vehicles of any kind upon the dedicated public right-of-way is prohibited. The parking or storage of boats, boat trailers, campers or other trailers upon any of the foregoing described lands is prohibited. These restrictions shall not include parking or storage in garages. The Association reserves the right to provide an area for short-term (no more than two weeks) parking and/or storage of prohibited vehicles.

G. Fences. No wall or fence, or hedge when used as a fence, shall be constructed higher than six (6) feet above the average grade on any Lot and shall require the written approval of the Board prior to being installed. Fences shall be allowed along the rear and side lot lines of a Lot, subject to adopted or amended guidelines on placement in effect at the time of installation. All fences shall be constructed of materials and in a style as may be approved by the Board of Directors in writing in accordance with guidelines as same may be adopted or amended from time to time. Existing fences which violate these restrictions must be made to conform upon replacement.

H. Hurricane Shutters and Window Coverings. Hurricane shutters are permitted, if permanently installed, but must be left open unless a storm is imminent and shall be re-opened within five (5) days of the storm passing. Temporary coverings such as plywood, etc., are permitted only when a storm is imminent and shall be removed within five (5) days of the storm passing. No other coverings, permanent or temporary, are permitted on the exterior of the windows. Windows may have hurricane or light dimming film on the inside of windows so long as it is of a non-reflective type. Window curtains and drapes or other window coverings that may be seen from the exterior of the home shall be of a neutral color such as white or beige.

11. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.

12. Livestock, Poultry, and Pets.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All household pets must be kept on owner's land or on leashes. No property owner shall house more than three (3) pets.

13. Association Membership and Voting Rights.

Each Lot Owner shall automatically become a member of the Association upon acquiring a fee simple interest in any Lot. The membership shall be appurtenant to and may not be separated from ownership of any Lot. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they amongst themselves determine as evidenced by a certificate signed by all the record Lot Owners designating which member shall be entitled to vote for said Lot. In no event shall more than one vote be cast with respect to any Lot.

14. Property Rights.

Every Lot Owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

A. The right of the Association to accept donations and/or charge reasonable admission and other fees for the use of any recreational facility situated upon the common area, such fees or charges to be used solely for maintenance and repair of the recreational facility.

B. The right of the Association to suspend the voting right and right to use of the recreational facilities by an owner for any period during which any assessment against his or her Lot remains unpaid for a period of more than ninety (90) days; and for a period not to exceed thirty (30) days for infractions of published rules and regulations.

C. The right of the Association to dedicate, sell, or transfer all or part of the Common Area for such purpose and subject to such conditions as may be agreed to by the members. No such dedication, sale, or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the entire membership agreeing to such dedication, sale, or transfer.

D. Any owner may delegate his or her right to enjoyment to the Common Area and facilities to the members of his or her family, or to approved tenants who reside on the property, subject to rules and regulations adopted or amended by the Association from time to time.

E. No owner may delegate Property Rights to visiting guests. Guests are, however, permitted use of the common area and facilities such as the clubhouse when accompanied by a Lot Owner or approved Lessee.

F. Common Area Rules and Regulations may be amended for changes, deletions, or additions with an affirmative vote of a majority of the Board at a meeting called for this purpose.

15. Covenants for Maintenance and Assessments.

Each Lot Owner by acceptance of a deed for a lot within the Subdivision, whether or not it shall be so expressed in such deed is deemed to covenant and agrees to pay to the Association; (a) quarterly maintenance assessment or charges as hereinafter set forth; (b) special assessments for capital improvement as hereinafter set forth; and (c) special assessments for maintenance of the homes and lots as hereinafter set forth. All such assessments shall be established, collected, and enforced as hereinafter provided and are to be used exclusively to promote the health, safety, and welfare of the owners and residents in the Subdivision and the maintenance and preservation of value of the Common Area and of the homes situated upon the Lots.

A. Quarterly Assessment for Maintenance, Taxes, and Insurance. The Association shall have the right to levy a quarterly assessment as determined by the members in accordance with the Articles of Incorporation and By-Laws, to pay taxes, insurance and utilities on the Common Area, to provide such service for the Subdivision as would include but not be limited to maintenance, upkeep and repair of the Common Area and improvements constructed thereon, and/or other services as may be deemed by the members to be in the best interest of the Owners of the lots of the Subdivision, or as may be required by any governmental authority having jurisdiction thereof.

B. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto for the benefit of lot owners, provided that any such assessment shall have the assent of the members as outlined in the Articles of Incorporation and By-Laws.

C. Special Assessments for Maintenance. In order to assure that the Subdivision will be maintained as a community of high standards, quality and beauty, each lot owner is required to maintain the exterior of the Lot Owner's home and yard area in such a manner as to prevent the same from falling into a state of disrepair. The maintenance shall include but not limited to painting of the roof and exterior walls, mowing, fertilizing and spraying of lawns and the replacement of dead sod. If, in the opinion of the Association, the Lot Owner shall fail to maintain the property as provided herein, the Association is authorized to contract to have the necessary repairs and/or maintenance done to the home or lawn, after giving said Lot Owner at least thirty (30) days written notice to do the necessary repairs and/or maintenance and the cost thereof shall constitute a special assessment against the Lot. For the purpose of enforcing the provision of this section no entry upon the premises of a lot by the Association, any of its officers or designated committee members or by designated contractors, shall be deemed to be trespass.

D. Lien in Favor of the Association. The Association shall have a lien on each lot in the Subdivision for any unpaid assessments made by the Association for the purpose of permitting the Association to perform the several services conferred upon it pursuant to this paragraph 15. Said lien shall also secure interest, administrative late fees, and reasonable attorney's fees and costs incurred by the Association incident to the collection of such unpaid assessment or enforcement of such lien. Said lien shall relate back to the original recording date of the original Declaration and shall be further effective from and after the time of recording in the Public Records of Pinellas county, Florida, of a claim of lien stating the description of the lot, the name of the record Lot Owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by the lien shall be fully paid. Such liens shall bear interest at the highest rate allowed by law, as same may be amended from time to time, which is currently eighteen percent (18%) per annum from the date of recording until paid. Except for interest, such claims of lien shall include only the unpaid assessments which are due and payable to the Association when the claim of lien is recorded and any applicable administrative late fees and attorney's fees and costs incurred through the date of recording the lien. Upon full payment the Lot Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of an institutional mortgagee but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time, and in the event the holder of a prior institutional mortgage shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of title shall operate to release a subordinate claim of lien, but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time, and the portion of the obligation of payment released may still be enforced personally against the Lot Owner owning the property at the time the assessments came due. Such lien may be foreclosed by a suit brought in the name of the Association and the Association shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. Nothing herein shall preclude the Association from filing as many liens as are necessary to enforce the provisions of this paragraph.

16. Architectural Control.

No building, fence, wall or other structure, or landscaping of any kind, and no exterior change, addition, or alteration shall be commenced, erected or maintained upon any lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors after considering recommendations from the Architectural Control Committee. In the event the Board of Directors fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it in full, approval will not be required and this paragraph shall be deemed to have been fully complied with. The Architectural Control Committee may propose and the Board of Directors may adopt guidelines regulating the size, shape, materials, colors, placement, heights or other dimensions, style or appearance of exterior changes and improvements and owners shall be bound by same.

17. Notices to the Association.

Notices or requests to the Association shall be in writing delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of Florida.

18. Notice to Lot Owner.

Notice to any Lot Owner of a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the Owner at the address shown on the records of the Association.

19. Non-Liability of Association.

The Association shall not in any way or manner be held liable or responsible for any violations of these restrictions by any person other than itself.

20. Enforcement.

A. If any person, firm or corporation, profit or nonprofit, or their heirs, successors or assigns, shall enter into any deed, lease, conveyance or contract in violation of these restrictions or if any person, firm or corporation, or their heirs, successors, or assigns shall violate or attempt to violate any of these restrictions before their expiration it shall be lawful for the Association or any other person or persons owning any part or parcel of any of the above described land to prosecute any proceeding at law or in equity against the person, firm or corporation violating or attempting to violate any such restriction, whether such proceeding is to prevent such person from doing so or to recover damages and all costs and expenses of such proceedings, including a reasonable attorney's fee (including those incurred on appeal) shall be taxed against the offending parties and shall be declared by a court of competent jurisdiction to be a lien against

the real estate so wrongfully deeded, sold, leased, conveyed, occupied, altered or in any way used in violation of these restrictions until paid, and such lien may be enforced in such manner provided for foreclosure of a claim of lien or as the court may order.

B. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

C. The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association or any one or more of the property owners to enforce any restrictions or any other obligation, right, power, privilege, authority, or reservation herein contained, however long contained, shall in no event be deemed a waiver of the right to enforce the same hereafter as to the same breach or violation or as to any other breach or violation thereof occurring prior to or subsequent thereto. Issuance of a building permit or license which may be in conflict with these restrictions shall not prevent the Association or any of the Lot Owners in the Subdivision from enforcing these Restrictions.

21. Covenants in Favor of Institutional Lenders.

In order to induce Institutional Lenders, as herein defined, to make individual mortgage loans upon Lots in the Subdivision, the Association's right to approve transfers of a Lot, the title to which has been acquired by an Institutional Lender as a result of foreclosure or deed-in-lieu of foreclosure shall be abated until such time as the Institutional Lender attempts to transfer title.

22. Existence and Duration.

The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations, and servitudes running with the land and the same shall bind all persons claiming ownership or use of the portions of said land until the 31st day of December, 2022, after which time they shall be automatically extended for successive periods of ten (10) years. The provisions contained herein shall be enforceable by any Lot Owner, his or her assigns, agents, heirs, successors, or personal representative.

23. Amendments.

The members of the Association may at any time change or amend any of the restrictions or make additions thereto, or eliminate any of them, provided, however, that such proposed changes and additions shall receive approval by a majority of the members voting either in person, by ballot or proxy, but not less than a total of eighty-five (85) affirmative votes. Any amendment, change, or addition to the Declaration of Restrictions, having received approval as outlined above, must be put in proper form so as to entitle the same to be recorded in the Public Records of Pinellas County, Florida, as covenants running with the land. Any amendment, change, or addition must be recorded to be effective.

[END OF AMENDED AND RESTATED DECLARATION]

The Art of War

Being a Subdivision of a Portion of the East 1/2 of Section 33, Township 27 South, Range 16 East, Pinellas County, Florida.

LEGAL DESCRIPTION

[illegible]

DEDICATION:

The underground economy really first lay on the streets of the West of London described in *The Architecture of Tengen Ltd.* (1912) and first they dedicate to the Public at Britain and Eminent in women on this plot and also that they reserve first 3rd of them on this plot.

Charles C. Givens
 Witness
Steven H. Boyer
 Witness

Stacy A. Boyer
7/11/2001

1 Fred. A. Teichgraber
Fred. A. Teichgraber Assistant Vice President
Fred. A. Teichgraber Assistant Secretary

ACKNOWLEDGEMENT:

County of Pinehills, S.S.

I, the undersigned, Henry John, hereby certify that on the 22nd day of October, 1946, A.D., before me personally appeared F.H. Smith, Jr., and Fred C. Peterson, both of whom I know to be the persons whose names are subscribed to the foregoing instrument, and they declared to me that they executed the aforesaid instrument, and that they are the true owners and legal holders of the same, and that they executed the same for the purposes therein expressed.

Witness my hand and official seal in the City of Pinehills, South Carolina, this 22nd day of October, 1946.

Henry John, Deputy of Pinehills, South Carolina.

APPROVALS:

State of Florida } S.S.
County of Pinellas }
It is hereby certified that this Petition has been officially approved for record by the BOARD OF COUNTY COMMISSIONERS of the County of Pinellas, State of Florida, this 2nd day of December, 1972, A.D.

Robert L. Carroll
Notary Public, State of Florida or Long

W. Standen Gray
Pinellas County, Florida
Engineering Department

Attest: Harold Mullendore, Clerk
 Recorder, Board of County Commissioners
 Polk County, Florida

State of Florida }
County of Phillips } S.S.
I, Harold Mulvihill, Clerk of the Circuit Court of Florida County, Florida, hereby certify that this page has been numbered and that it corresponds to the report of the Board of Health of the State of Florida, pertaining to Malaria, Typhoid, and Typhus, and that this page has been filed in the Department of Health of the State of Florida, at the Public Records of Florida County, Florida. The *total* for this page is 974, and the *total* for this page is 1048.

SURVEYOR'S CERTIFICATE

1, the undersigned Registered Land Surveyor, hereby certify that this Plot is a true and accurate representation of the lands shown and described hereon to the best of my knowledge and belief and for Permanent Reference hereon shall have been set in accordance with Section 7, Chapter 10275 and Section 17, Chapter 71-269 of the Laws of the State of Florida.

15 SEP 12.
Boils of Survey

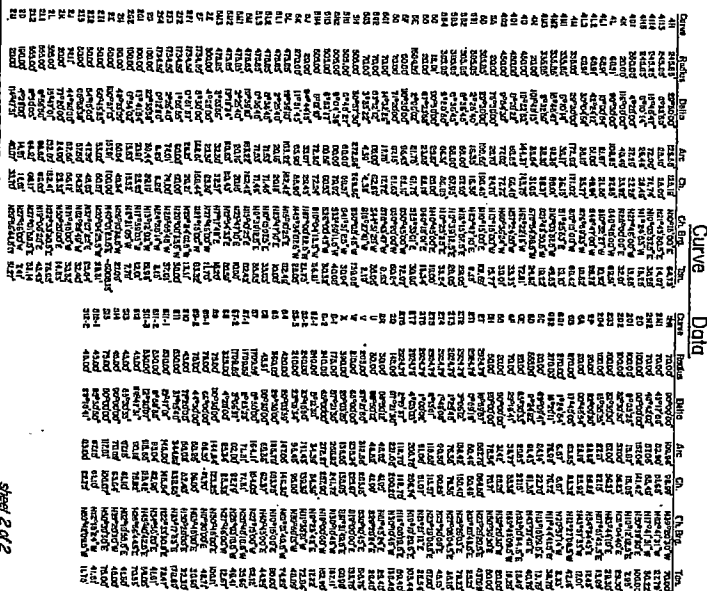
prepared by
West Coast Engineering Corp.
7001 - 4th Street N.W., St. Petersburg, Florida 33707

Florida	Surveyor's	Registration	No. 142
Florida	Engineer's	Registration	No. 681



UNIT TWO

North

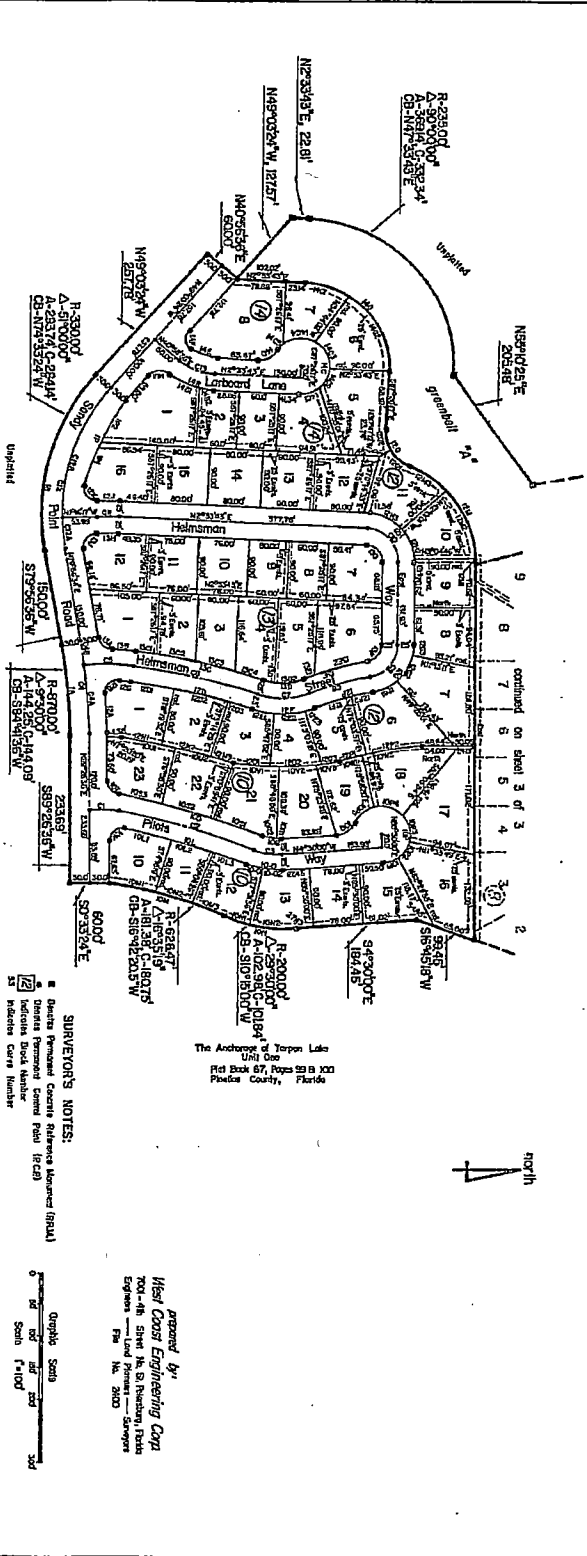


The Influence of UNIT THREE Fair Play for Cuba

PLANS 70

473075894

100



- Denotes Permanent Cochrane Reference Monograph (PRM)
- Denotes Permanent Control Point (PCP)
- Indicates Block Number
- 25 Indicates Page Number

prepared by:
West Coast Engineering Corp
700 - 4th Street N.E., Petersburg, Florida
Engineers — Land Planners — Surveyors
Fm No. 2403

Date		Time		Place		Event		Result		Remarks	
1911	1912	1913	1914	1915	1916	1917	1918	1919	1920	1921	1922
1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934
1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946
1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958
1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970
1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982
1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994
1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006
2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030

PLATS 70

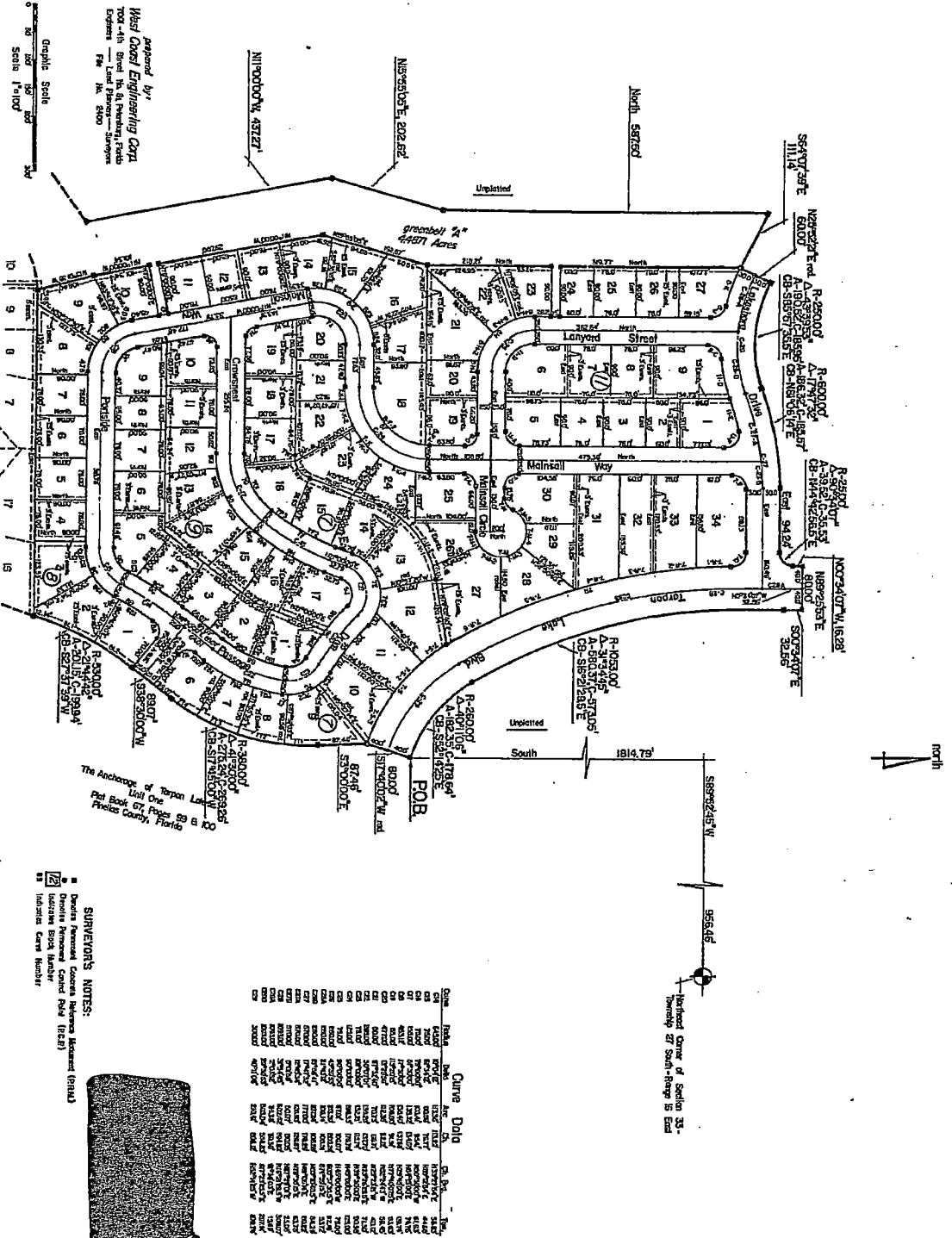
73076894

101

The Inheritance of Canyon Lake

UNIT THREE

Being a subdivision lying in the East 1/2 of Section 33, Township 27 South, Range 16 East, Pinellas County, Florida.



Line	Length	Area	Curve Data
1	1.00	0.00	0.00
2	1.00	0.00	0.00
3	1.00	0.00	0.00
4	1.00	0.00	0.00
5	1.00	0.00	0.00
6	1.00	0.00	0.00
7	1.00	0.00	0.00
8	1.00	0.00	0.00
9	1.00	0.00	0.00
10	1.00	0.00	0.00
11	1.00	0.00	0.00
12	1.00	0.00	0.00
13	1.00	0.00	0.00
14	1.00	0.00	0.00
15	1.00	0.00	0.00
16	1.00	0.00	0.00
17	1.00	0.00	0.00
18	1.00	0.00	0.00
19	1.00	0.00	0.00
20	1.00	0.00	0.00
21	1.00	0.00	0.00
22	1.00	0.00	0.00
23	1.00	0.00	0.00
24	1.00	0.00	0.00
25	1.00	0.00	0.00
26	1.00	0.00	0.00
27	1.00	0.00	0.00
28	1.00	0.00	0.00
29	1.00	0.00	0.00
30	1.00	0.00	0.00
31	1.00	0.00	0.00
32	1.00	0.00	0.00
33	1.00	0.00	0.00
34	1.00	0.00	0.00
35	1.00	0.00	0.00
36	1.00	0.00	0.00
37	1.00	0.00	0.00
38	1.00	0.00	0.00
39	1.00	0.00	0.00
40	1.00	0.00	0.00
41	1.00	0.00	0.00
42	1.00	0.00	0.00
43	1.00	0.00	0.00
44	1.00	0.00	0.00
45	1.00	0.00	0.00
46	1.00	0.00	0.00
47	1.00	0.00	0.00
48	1.00	0.00	0.00
49	1.00	0.00	0.00
50	1.00	0.00	0.00

SURVEYOR'S NOTES:
 1. Double the distance between adjacent (P.B.)
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 50. Double the distance between adjacent (P.B.)

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

**CERTIFICATE AS TO
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
ANCHORAGE HOMEOWNER'S ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on October 17, 2016, called for the purpose of voting on proposed Amended and Restated Articles of Incorporation for Anchorage Homeowner's Association, Inc., the Articles of Incorporation attached as Exhibit "B" to the original Declaration of Restrictions and Affirmative Covenants Relating to The Anchorage of Tarpon Lake Unit One, originally recorded at O.R. Book 3928, Page 279 et seq., Declaration of Restrictions Relating to The Anchorage of Tarpon Lake Unit Two, originally recorded in O.R. Book 4018, Page 1786 et seq., and Declaration of Restrictions relating to Anchorage of Tarpon Lake Unit Three originally recorded at O.R. Book 4105, Page 266 et seq., all of the public records of Pinellas County, Florida, were duly adopted by a majority of all members eligible to cast votes. The Articles of Incorporation are amended and restated in their entirety to read as reflected on the attached Amended and Restated Articles of Incorporation incorporated in their entirety herein and referenced as Exhibit "B" to the Amended and Restated Declaration of Restrictions and Affirmative Covenants.

IN WITNESS WHEREOF, ANCHORAGE HOMEOWNER'S ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 13th day of September, ~~2016~~ 2018

**ANCHORAGE HOMEOWNER'S
ASSOCIATION, INC.**

By: *Dick Diebold*

Dick Diebold, as President

(Corporate Seal)

ATTEST:

Lisa Minich
Lynn Egers, as Secretary

LISA MINICH

STATE OF FLORIDA

COUNTY OF PINELLAS

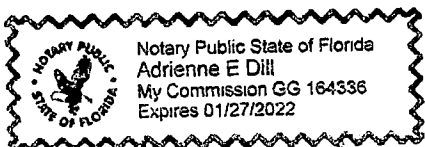
The foregoing instrument was acknowledged before me this 13th day of September, 2018, by Dick Diebold, as President, and Lisa Minich, as Secretary of ANCHORAGE HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ and _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

My Commission Expires:

Adrienne E Dill

Notary Public

State of Florida at Large



AMENDED AND RESTATED ARTICLES OF
ANCHORAGE HOMEOWNER'S ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT

WHEREAS, it is deemed to be desirable and in the best interest of this Corporation and its members that the Articles of Incorporation be amended and restated, and

WHEREAS, the proposed amended and restated Articles of Incorporation have been duly approved by the Board of Directors and the required number of members of the corporation on November 17, 1982.

NOW, THEREFORE, BE IT:

RESOLVED, that the entire Articles of Incorporation be restated as follows:

The homeowners of Anchorage in Tarpon Lake Village, Palm Harbor, Florida, having associated themselves for the purpose of forming a corporation not for profit under Chapter 617 certify as follows:

ARTICLE I – NAME

The name of this corporation shall be ANCHORAGE HOMEOWNER'S ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the ASSOCIATION.

ARTICLE II – PURPOSES

The ASSOCIATION is organized for the following purposes:

A. To insure that the lands in the Anchorage community, hereinafter defined shall remain an area of high standards, containing residences, improvements and facilities designed primarily for the comfort, convenience and accommodation of its residents.

B. To enforce through appropriate legal means the covenants, restrictions, reservation and servitudes as outlined in the Declaration of Restrictions.

C. To insure that no trade, business, profession or any type of commercial activity shall be carried on upon any lands in the Anchorage community.

D. To assume the rights, privileges, duties and responsibilities as set forth in the Declaration of Restrictions covering the subdivision known as The Anchorage of Tarpon Lake Units 1, 2 and 3, as recorded in the Public Records of Pinellas County, Florida.

ARTICLE III – POWERS

The powers of the ASSOCIATION shall include and be governed by the following provisions:

1. The ASSOCIATION shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The ASSOCIATION shall have all of the powers and duties expressly conferred upon it as set forth in the Declaration of Restrictions that may from time to time be filed with respect to lands within the area, and all of the powers and duties reasonably necessary to fulfill the obligations and perform the services as set forth in the Declaration of Restrictions herein mentioned including, but not limited to the following:

(a) To make and collect such assessments as are approved by a majority of the members voting either in person, by ballot or proxy, but not less than a total of 85 affirmative votes, and to use the proceeds for the maintenance, repair and care of the land and the improvements in the common area; and to purchase such insurance as is necessary to protect the ASSOCIATION, the members thereof, and the property in the common area;

(b) To use regular assessments and accumulated reserves for the cost of any repairs, replacements, and/or improvements of capital items located in the common area, provided, however, there shall be no expenditures of corporation funds or assessments of any kind for any repairs, replacements, and/or improvements requiring expenditures in excess of \$7,500 from the current operating budget (excluding specific Reserve Accounts) unless such expenditures have been approved by a majority of the members voting either in person, by ballot or proxy, but not less than a total of 85 affirmative votes. Expenditures for capital items located in the common area from specific Reserve Account(s) to the maximum of the balance of the account(s) may be made at any time upon the unanimous approval of all members of the Board of Directors;

(c) To make and collect special assessments against any member or members for the cost of maintenance to the home and yard areas, if the same are provided for in the several restrictions;

(d) To fix, levy, and collect all charges or assessments pursuant to the terms of the Declaration of Restrictions, such payment to be enforced by a lawful means if necessary; 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) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the ASSOCIATION; any such action requiring an instrument signed by a majority of the entire voting membership;

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

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

(h) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or annex additional residential property and common area, provided that any such merger, consolidation or annexation shall not be effective unless an instrument approving such action has been signed by two-thirds (2/3) of the entire voting membership;

(i) To perform such other activities of the ASSOCIATION which, in the opinion of a majority of the entire voting membership shall be reasonably appropriate to its accomplishment of the purposes for which it is organized and the performance of its duties and obligations;

(j) To use the proceeds of assessments in the exercise of its powers and duties;

(k) To enforce by legal means the provisions of the Declaration of Restrictions with respect to the lands in the Anchorage community, these Articles, the By-Laws of the ASSOCIATION, and the regulations adopted by the members of the ASSOCIATION;

(l) To contract for the services required for the proper operation of the ASSOCIATION and the common area. Provided, however, that no management service shall be hired to manage the facilities in the common area without approval of a majority of the entire voting membership, and no Director may be an employee of the ASSOCIATION in any capacity.

3. All funds and titles of all properties acquired by the ASSOCIATION and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles of Incorporation and the By-Laws. The title to the common area is to be held in fee simple by the ASSOCIATION.

4. The powers of the ASSOCIATION shall be subject to and shall be exercised in accordance with the provisions of the By-Laws.

5. The foregoing powers shall, except where otherwise expressed, be in no way limited or restricted by reference to, or inference from the terms of any other clause of this or any other article of these Articles of Incorporation, and shall be construed as purposes as well as powers, notwithstanding the expressed enumerations of purposes elsewhere in these Articles.

ARTICLE IV – MEMBERS

1. The members of the ASSOCIATION shall consist exclusively of all the record owners of lots in portions of the Anchorage community which have been made subject to a subdivision plat recorded among the Public Records of Pinellas County, Florida.

2. Change of membership in the ASSOCIATION shall be established by the recording in the Public Records of Pinellas County, Florida, of a deed or other instrument establishing a record title to a lot and the delivery to the ASSOCIATION of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the ASSOCIATION. The membership of the prior owner shall be thereby terminated.

3. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except upon transfer of his lot.

4. Members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine as evidenced by a certificate signed by all the record lot owners designating which member shall be entitled to vote for said lot.

ARTICLE V – DIRECTORS

1. The affairs of the ASSOCIATION will be managed by a Board of Directors consisting of the number of directors as shall be determined by the members in accordance with the By-Laws, but not less than three (3) directors and in the absence of such determination shall consist of three (3) directors.

2. Directors of the ASSOCIATION shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

ARTICLE VI – OFFICERS

The affairs of the ASSOCIATION shall be administered by a Board of Directors elected at the annual meeting of the members of the ASSOCIATION. The executive officers of the ASSOCIATION shall be the President, who shall be a director, and a Vice President who shall be a director. At the first meeting of the Board of Directors, the Board shall select a Secretary and a Treasurer as provided by the By-Laws. The offices of the Secretary and Treasurer may be held by the same person.

ARTICLE VII – INDEMNIFICATION

Every Director and every 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 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, or any settlement thereof, 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. 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 VIII – AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by twenty-five (25) members of the ASSOCIATION. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such notice is delivered to the Secretary at or prior to the meeting. Amendments must be approved by a majority of all members eligible to cast votes. All such proposed amendments must be in writing and shall be mailed or delivered not less than fourteen (14) days nor more than thirty (30) days prior to the meeting at which such amendment will be considered.

3. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without the approval in writing by all members.

4. A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Pinellas County, Florida.

ARTICLE IX – TERM

The existence of the corporation shall be perpetual unless it is dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the ASSOCIATION, other than by a merger or consolidation, the assets of the ASSOCIATION shall be dedicated, transferred, sold, or distributed for such uses and purposes as are similar to those for which this ASSOCIATION was created.

[END OF AMENDED AND RESTATED ARTICLES OF INCORPORATION]

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

**CERTIFICATE AS TO
 AMENDED AND RESTATED BY-LAWS
 OF
 ANCHORAGE HOMEOWNER'S ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on October 17, 2016, called for the purpose of voting on proposed Amended and Restated By-Laws for Anchorage Homeowner's Association, Inc., the By-Laws attached as Exhibit "C" to the original Declaration of Restrictions and Affirmative Covenants Relating to The Anchorage of Tarpon Lake Unit One, originally recorded at O.R. Book 3928, Page 279 et seq., Declaration of Restrictions Relating to The Anchorage of Tarpon Lake Unit Two, originally recorded in O.R. Book 4018, Page 1786 et seq., and Declaration of Restrictions relating to Anchorage of Tarpon Lake Unit Three originally recorded at O.R. Book 4105, Page 266 et seq., all of the public records of Pinellas County, Florida, were duly adopted by a majority of the members voting in person, by ballot or proxy but not less than a total of 85 affirmative votes. The By-Laws are amended and restated in their entirety to read as reflected on the attached Amended and Restated By-Laws incorporated in their entirety herein and referenced as Exhibit "C" to the Amended and Restated Declaration of Restrictions and Affirmative Covenants.

IN WITNESS WHEREOF, ANCHORAGE HOMEOWNER'S ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 13th day of September, ~~2016~~ 2018

**ANCHORAGE HOMEOWNER'S
 ASSOCIATION, INC.**

(Corporate Seal)

ATTEST

Lynn Eggers, as Secretary

LISA MINICH
 STATE OF FLORIDA
 COUNTY OF PINELLAS

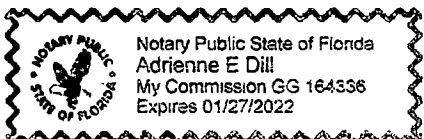
By:

Dick Diebold, as President

The foregoing instrument was acknowledged before me this 13th day of September, 2018, by Dick Diebold, as President, and Lisa Minich, as Secretary of ANCHORAGE HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ and _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

My Commission Expires:

Adrienne E Dill
 Notary Public
 State of Florida at Large



**AMENDED AND RESTATED BY-LAWS
OF
ANCHORAGE HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I.
NAME AND LOCATION**

The name of the corporation is Anchorage Homeowner's Association, Inc. The principal office of the corporation shall be 1025 Anchorage Lane, Palm Harbor, Florida 34685, 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 from time to time.

**ARTICLE II.
DEFINITIONS**

Section 1. "Association" shall mean and refer to Anchorage Homeowner's Association, Inc., A Florida nonprofit corporation, together with its successors, legal representatives, and assigns.

Section 2. "Common Properties" or "Common Area" shall have the same meaning as set forth in the Declaration.

Section 3. "Declaration" shall mean and refer to that Declaration of Restrictions and Affirmative Covenants Relating To Anchorage of Tarpon Lake Units One, Two, and Three recorded at Official Records Book 6921, Page 1501 et seq. of the public records of Pinellas County, Florida as same has been and may be in the future amended from time to time.

Section 4. "Lot" shall have the same meaning as that term is defined in the Declaration.

Section 5. "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Declaration.

Section 6. "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 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 7. "Residence" shall mean a dwelling located upon a Lot.

Section 8. "Voting interest" means the voting rights distributed to the Members of the Association, pursuant to the governing documents. Voting interests shall not include voting rights which have been suspended.

Section 9. All other terms defined in the Declaration shall have the same meaning when used herein unless the context would require otherwise.

ARTICLE III.
MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of Members shall be held at the office of the Association at 7:30 p.m. on the third Monday of October of each year. The election of Directors, to the extent an election is necessary, shall be held in conjunction with the annual meeting and the annual budget of the Association shall be approved at the annual meeting by a majority of authorized voters attending the annual meeting in person or by proxy. The Board of Directors, in its sole and absolute discretion, may schedule the annual meeting on a different date and time as long as appropriate notice is given to the members as required by these By-Laws.

Section 2. Special Meetings. Special meetings of Members may be called at any time by the President or by a majority of the Board of Directors, or on written request of Members who are entitled to vote one-third of all the voting interests of the Association. Such request shall state the purpose or purposes of the proposed meeting and business conducted at such meeting shall be limited to the purpose(s) of the meeting.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) of the meeting.

(a) Notice of all meetings shall be given at least fourteen (14) days in advance to each Member, either by mailing or hand delivering a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. In lieu of mailing or hand delivering a copy of such notice, notice may be provided electronically, in accordance with the Florida Statutes, to those Members who agree in writing to receive notice in this form.

(b) Delivery of notice pursuant to subsection (a) to any co-owner of a Lot shall be effective upon all such co-owners of such Lot, unless a co-owner has requested the Secretary in writing that notice is given such co-owner and furnished the Secretary with the address to which such notice may be sent or delivered.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast at least fifty (50) votes of the Association shall constitute a quorum. If a quorum is not present at any meeting or if the need to continue the meeting for any reason should arise, the Members entitled to vote thereat shall have power to adjourn the meeting to a later date, time, and/or place without notice other than announcement of the later date, time, and place at the meeting prior to adjourning same. If a new record date is fixed for purposes of determining those persons entitled to vote, then notice of the new date, time, and place of the continued meeting shall be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy (not by general proxy) unless such Member's voting rights have been suspended. All proxies shall be in writing and filed with the Secretary. The proxy shall state the date, time, and place of the meeting for which it was given and must be signed by the authorized voter and dated. The proxy is only valid for the meeting for which it was given and any lawful continuation(s) of that meeting. Proxies shall be revocable by the person who executed same, and the proxy of any owner shall automatically terminate on conveyance by him or her of his or her Lot or ninety (90) days after the date of the meeting for which it was originally given, whichever shall occur first. Voting in person may be done by written ballot or by submitting a completed limited proxy.

Section 6. Voting Members. If a Lot is owned by one person, his or her right to vote shall be established by the record title to the Lot. If a Lot is owned by a corporation or other entity, the officer, agent or employee thereof entitled to cast the vote of the corporation or other entity therefore shall be designated in a certificate for this purpose signed by the President or a Vice President of a corporation or manager or other authorized agent of the entity, and filed with the Secretary of the Association. With regard to a Lot owned by more than one (1) person, any of the joint owners may vote on behalf of such Lot, but in no event shall more than one (1) vote be cast for a particular Lot. When a quorum is present at any meeting, a majority of the votes cast, in person or by 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. Waiver of Notice. Any Member may waive notice of any annual or special meeting of Members by a writing signed before, at, or after such meeting. Attendance by a Member, or his or her designated proxy, at a meeting shall also constitute a waiver of notice of the time, place and purpose of the meeting.

ARTICLE IV. BOARD OF DIRECTORS TERM OF OFFICE; REMOVAL; AND COMPENSATION

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors of five (5) Directors who shall be Members of the Association.

Section 2. Term of Office. Directors shall serve two (2) year terms on a staggered basis with the term expiring at the applicable annual meeting at which their successor is to be elected or until such time as a successor is in fact elected or appointed to fill the seat, whichever is later. At the first annual meeting following the adoption of these amended and restated By-Laws, three (3) seats shall be open for election for two (2) year terms and three (3) Directors seats shall be filled each even numbered year and two (2) Directors seats shall be filled each odd numbered year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the total voting interests of the Association and his or her replacement shall be elected or appointed pursuant to Section 720.303(10) of the Florida Statutes and rules adopted by the Division governing recall and the filling of vacancies caused by recall,

as same may be amended from time to time. Any Director who misses more than three (3) consecutive Board meetings may be removed by a majority vote of the remaining Directors on the Board of Directors and his or her seat may be filled by appointment by a majority vote of the remaining Directors on the Board of Directors.

Section 4. Filling Vacancies. In the event of death, resignation, or removal of a Director, other than by recall, his or her successor shall be selected by the remaining members of the Board of Directors, even if less than a quorum or a single Director, and he or she shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 6. Ineligibility to Serve. Any Member who is more than ninety (90) days delinquent in the payment of any fee, fine, or other monetary obligation due to the Association, as well as any person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, unless such individual's civil rights have been restored for at least five years as of the date on which such person seeks election, shall not be eligible to serve on the Board of Directors and if currently serving on the Board, shall be removed from the Board of Directors. The Board of Directors may fill the vacancy caused thereby.

ARTICLE V. BOARD OF DIRECTORS NOMINATION AND ELECTION

Section 1. Nomination. Any Member or co-resident of a record Owner in a Residence may nominate himself or herself in advance of the annual meeting by submitting a timely Notice of Intent and any Member or co-resident of a record Owner in a Residence is eligible to run, except as otherwise provided herein. Only a Member or a co-resident of a record Owner in a Residence may serve on the Board of Directors.

Section 2. Election Procedure. Nominations for election to the Board of Directors shall be made by submitting a Notice of Intent to run for the Board, which is to be submitted by any interested candidate. A letter or newsletter will be mailed, delivered, or electronically transmitted to all Members at least forty-five (45) days prior to the election providing the date of the annual election, the number of seats to be filled, and a statement that a written Notice of Intent must be received by the Association no less than twenty (20) days in advance of the date of the annual meeting in order to be placed on the ballot. The Notice of Intent to run must be received by the Board of Directors no less than twenty (20) days prior to the date of the annual election in order to be included on the ballot. No less than fourteen (14) days prior to the annual election, but no more than twenty (20) days prior to the annual election, a second notice shall be sent to the members which shall include a ballot, an inner unmarked envelope, and an outer envelope with spaces necessary to complete and fill in the information and signature of the Member necessary to validate the ballot listing the candidates who timely submitted a Notice of Intent in alphabetical order by last name. Given that the election procedures provide for

candidates to be nominated in advance of the meeting, the Association is not required to allow nominations at the meeting and no nominations will be taken from the floor at the annual meeting.

(a) Upon request of a candidate who is nominated, the Association shall also include in the second mailing to the owners an information sheet, no larger than 8-1/2" x 11", with wording on only one side of the page, setting forth any information that the candidate wishes for the membership to be aware of. This information sheet must be furnished to the Association at least twenty (20) days prior to the date of the election in order to be included in the mailing for the election. The Association will have no liability or responsibility with regard to the contents of any information sheets prepared by the candidates.

(b) All elections to the Board of Directors shall be conducted by secret written ballot and the procedures for validating and counting the ballots shall be conducted in accordance with those used for Condominiums in the State of Florida.

(c) The Members may cast as many votes as they are entitled under the Declaration with respect to each vacancy. Cumulative voting shall not be permitted. The candidates receiving the largest number of votes shall be elected.

(d) If there are fewer candidates than vacancies to be filled, the candidates who have been nominated shall be automatically elected to fill vacancies, and the remaining vacancies shall be filled by appointment by the newly constituted Board of Directors, including the new board members who have automatically assumed a position on the Board.

(e) In the event of a tie vote, unless one of the candidates withdraws his or her candidacy, a runoff election shall be held with fourteen (14) days' notice to the Members.

ARTICLE VI. BOARD OF DIRECTORS MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held with forty-eight (48) hours posted notice (except in the event of an emergency), at such place, date and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for the meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three days' notice to each Director and no less than forty-eight (48) hours posted notice, except in the event of an emergency. Written notice of any meeting at which an assessment will be levied or rules and regulations affecting Lot use will be adopted shall include a statement that assessments will be considered and the nature of the assessments or that rules and regulations affecting Lot use will be considered and shall be mailed, delivered, or electronically transmitted to the members at their addresses as they appear in the membership roll book and posted at least fourteen (14) days before the meeting. Electronic notice may only be given in lieu of mailed or delivered notice where the member has consented in writing to receiving electronic notice.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting for which a quorum is present shall constitute the act or decision of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until such time as a quorum is present.

Section 4. Open to Members. All board meetings shall be open to the members, with the exception of meetings between the Board and an attorney representing the Association to discuss proposed or pending litigation or board meetings held to discuss personnel matters, either of which may be closed to the members.

ARTICLE VII. GENERAL TO BOARD MEETINGS AND MEMBERSHIP MEETINGS

The Board of Directors may make such rules and regulations, as deemed advisable in the sole and absolute discretion of the Board of Directors, to govern the conduct of Board of Director and membership meetings, including but not limited to the videotaping of meetings and speaking at meetings.

Section 1. Taping of Meetings. Any member of the Association may audio or video record any regularly scheduled meeting of the Board of Directors with a minimum of forty-eight (48) hours' notice to the President of the Association. Set up of all equipment must occur at least one half hour prior to the beginning of said meeting. The President, Secretary, and the Property Manager are the only persons permitted to be seen on camera. Video and audio taping may occur as long as there is no interruption to the meeting. No taping of meetings may be broadcast in any form at any time.

Section 2. Members Speaking at Meetings. A member of the Association may speak at a Board meeting or membership meeting regarding any item on the agenda for a total of no more than three minutes.

ARTICLE VIII. BOARD OF DIRECTORS POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have the authority to 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 use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Properties;
- (b) To purchase the necessary equipment required in the maintenance, care and preservation referred to above;
- (c) 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;

(d) Adopt and publish rules and regulations governing the use of the Common Properties and facilities and the individual Lots including the personal conduct of the members and their guests thereon; and to establish remedies for infractions of such rules and regulations; provided, however, that the membership shall have the right to revoke or amend same in the following fashion: One tenth (1/10) of the membership may execute a petition indicating the changes desired. Upon submission of same, the Board shall call a special meeting of the membership upon not less than forty-five (45) days nor more than sixty (60) day notice to allow the members to revoke or modify the rule. An affirmative vote of three-fourths (3/4) of the members present, in person or by proxy, shall be required for such revocation or modification.

(e) Suspend the voting rights of any member who is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association. Any voting interest which has been suspended by the Association shall not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve any action under Florida law or the Declaration, the Articles of Incorporation, or these Bylaws. Any action to suspend voting rights shall be taken at a duly noticed board meeting and the member shall be notified in writing of the suspension of his or her voting rights. The suspension ends upon full payment of all obligations currently due or overdue to the association;

(f) Suspend the rights of any member, or the member's tenant, guest, or invitee, to use Common Properties and facilities where the member is more than ninety (90) days delinquent in the payment of any monetary obligation due the Association. Suspension of use rights shall not interfere with vehicular ingress and egress of a member or a member's tenant or his or her ability to park. Any action to suspend use rights shall be taken at a duly noticed board meeting and the member and, if applicable, the member's tenant, guest, or invitee, shall be notified in writing of the suspension of his or her use rights. The suspension ends upon full payment of all obligations currently due or overdue to the association;

(g) To suspend, for a period of sixty (60) days, the rights of any member, or the member's tenant, guest, or invitee, to use Common Properties and facilities for the failure of the member or the member's occupant, licensee, or invitee to comply with any provision of the Declaration, these Bylaws, or reasonable rules and regulations of the Association. Suspension of use rights shall not interfere with vehicular ingress and egress of a member or a member's tenant or his or her ability to park. Any action to suspend use rights for a violation of the Declaration, these Bylaws, or reasonable rules and regulations of the Association shall be exercised only after giving at least fourteen (14) days' notice to the person sought to be suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the person sought to be suspended does not exercise his or her right to be heard, the Board of Directors may proceed with suspension without a vote of the committee. If the person sought to be suspended does exercise his or her right to be heard and the committee, by majority vote, does not approve the proposed suspension, it may not be imposed. If the Board of Directors imposes a suspension, written notice of such suspension shall be provided by mail or hand delivery to the member and, if applicable, to any tenant, licensee, or invitee of the member;

(h) To levy a fine upon an owner for failure of the owner or the owner's family member, tenant, guest, invitee, or employee, to comply with any provisions of the Declaration, Articles of Incorporation, Bylaws, or reasonable rules and regulations of the Association, provided that the following procedures are followed:

i.) The Board of Directors or its agent shall notify the owner and any others involved of the conflict, infraction or infractions asking that the issue be resolved and that compliance occur.

ii.) Should the issue continue, the Board of Directors or its agent shall notify the owner and any other applicable party of the continued infraction(s). The notice shall include the date and time of the next Board of Directors meeting, that is at least fourteen (14) days from the date of the notice, at which the owner shall have the right to present testimony to the Board of Directors and an independent fining committee as to why a fine should not be imposed. The independent fining committee shall be comprised of at least three members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or a spouse, parent, child, brother, or sister of an officer, director, or employee of the Association.

iii.) If the owner or a representative of the owner fails to appear to exercise the owner's right to a hearing, the Board may impose a fine so long as same has been consented to by the independent fining committee either in advance of the Board meeting or at the meeting at which the fine is imposed. If the owner or a representative of the owner attends the scheduled meeting, testimony and evidence of the noncompliance may be presented and the independent fining committee shall then determine if a fine should be levied based upon the proposal of the Board for a fine. Assuming the fining committee approves the proposed fine, written notice of the decision of the Board to impose a fine shall be mailed or hand delivered to the owner and may be mailed or hand delivered to any other involved party no later than twenty-one (21) days after the hearing.

iv.) The Board of Directors may impose a fine up to the maximum allowed by law as same may be amended from time to time, which is currently up to \$100.00 per violation or \$100.00 per day for a continuing violation up to \$1,000.00.

v.) A fine as provided for herein shall be due and owing no later than thirty (30) days after the date the written decision is mailed or otherwise delivered to the owner. If payment is not made timely, loss of privileges may be implemented and/or action may be taken to enforce and collect the outstanding fine and the prevailing party in any action to recover a fine shall be entitled to reasonable attorney's fees and costs from the non-prevailing party;

(i) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws;

(j) To remove a director for cause and declare the office of a member of the Board of Directors to be vacant in the event that such member fails to attend three consecutive regularly scheduled meetings of the Board of Directors;

(k) To employ a manager, independent contractors, legal counsel, accountants, and such other employees or independent contractors as they may deem necessary, and to prescribe their duties;

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

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-third of the voting interests;

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

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

i.) Fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period which shall include an allocation of not less than ten percent (10%) of the income from the annual assessment 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 (75%) of the total voting interests;

ii.) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

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

(d) Issue, or cause an appropriate officer to issue, on demand to any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Properties to be maintained.

ARTICLE IX.
OFFICERS AND THEIR DUTIES.

Section 1. Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary, 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 first meeting of the Board of Directors, following each annual meeting of members.

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs in 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 by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

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

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

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

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds 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; shall keep proper books of account; shall cause financial reporting to be prepared at the completion of each fiscal year to comply with Florida Statute; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

(e) Any of the above duties may be delegated to another individual by action of the Board of Directors.

ARTICLE X. COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee and a Restrictions Committee, naming a chairman to each committee who shall be responsible for obtaining committee members to assist in performing the required duties of the committee with such persons to be approved and appointed by the Board of Directors. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

(a) The Architectural Control Committee shall meet monthly to review all plans and specifications submitted to it and make a recommendation, to approve or disapprove, to the Board of such plans or specifications. All requests to the committee shall be forwarded through the Board of Directors for final approval/disapproval. Notice of the Architectural Control Committee meeting must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting.

(b) The Restrictions Committee shall investigate any written, signed complaint which it receives concerning violations of the Declaration of Restrictions, and make recommendations to the Board of Directors for further action if the committee deems it necessary. All recommendations to the Board of Directors concerning violations shall be in writing and signed by all committee members concurring in such recommendations.

ARTICLE XI. ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within ten (10) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law from time to time, which is currently eighteen percent (18%) per annum, plus an administrative late fee as may be determined by the Board of Directors from time to time, but not to exceed the maximum allowed by law from time to time, which is currently the greater of \$25.00 or 5% of the installment due, and the Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his or her property.

Interest, administrative late fees, and reasonable attorneys' fees and costs of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the Common Properties or abandonment of his or her Lot. The Board of Directors has specific authority to waive interest, administrative late fees, or attorneys' fees and costs for good cause in the Board's sole and absolute discretion.

Section 2. Collection of Rental. If a Lot is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the future monetary obligations related to the Lot, including but not limited to the rent, pursuant to the terms and conditions of Section 720.3085, Florida Statutes, as amended from time to time.

(a) The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues tenancy of the Lot.

(b) The Association may sue for eviction as if the Association were a landlord under Part II of Chapter 83, Florida Statutes if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83.

(c) The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.

ARTICLE XII. BOOKS AND RECORDS; INSPECTION.

The books, records and papers of the Association shall be subject to inspection by any member during ordinary business hours within ten (10) business days of receipt of a written request to review same. The Declaration, Articles of Incorporation, Bylaws, and any rules and regulations of the Association shall be available for inspection by any member at the principal office of the Association or such other location as the Board of Directors may determine from time to time, where copies shall be made available for sale at a reasonable price. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not require a Member to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Member's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying as may be allowed by Florida Statute Section 720.303(5) as same may be amended from time to time.

ARTICLE XIII. 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.

Section 4. Budget. The proposed budget for the Association shall include the following expenses:

(a) Amounts which are to be used for the operation, maintenance, and repair of the structures and land in the common area. These are the usual line items which are repeated each year; and

(b) Amounts which are for the repair or replacement of capital improvements which include, but are not limited to, roof repair, appliances, machinery and other items which may have a limited period of use. The funds for these expenditures are to be from the Reserve Account set up for this class of expenses.

ARTICLE XIV. 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 or, for those persons who have consented to receiving electronic notice, by electronic transmission. 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 the address listed as the mailing address for the Association with the State of Florida, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE XV.
AMENDMENTS

These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. It shall not be required to present the proposed amendment in any particular format.

(b) Any amendment may be proposed by either the Board of Directors or by twenty-five (25) Members of the Association. All proposed amendments must be in writing and shall be delivered to the Secretary not less than twenty (20) days prior to the meeting at which the proposed amendments are to be considered.

(c) The By-Laws may be amended at a regular or special membership meeting with the approval of at least a majority of the Members present, in person or by proxy, and voting at a meeting called for purposes of amending these By-Laws, but there shall be a minimum of eighty-five (85) affirmative votes. No amendment shall discriminate against any lot owner or against any lots unless the lot owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration unless they are also amended to correspond.

(d) A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws of the Anchorage Homeowner's Association, Inc. which certificate shall be executed by two officers of the Association, witnessed and notarized.

ARTICLE XVI.
CONFLICTS.

In the case of any conflict between the Declaration, the Articles of Incorporation, these Bylaws, or any rules and regulations, including but not limited to any architectural or landscaping guidelines which cannot be reconciled; the Declaration shall control over the Articles, these Bylaws, and any rules and regulations, including but not limited to any architectural or landscaping guidelines; the Articles shall control over these Bylaws and any rules and regulations, including but not limited to any architectural or landscaping guidelines; and these Bylaws shall control over any rules and regulations, including but not limited to any architectural or landscaping guidelines. In the event of a conflict between the governing documents of the Association recited herein and the Florida Statutes, the Florida Statutes shall control on any procedural matter.

ARTICLE XVII.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and Officer for 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 proceeding or settlement thereof in which he may become involved, by reason of his being or having been a Director or Officer of the Association. This indemnification shall apply whether or not he is a Director or Officer at the time such liabilities or expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement as being for 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. The Board of Directors of the Association shall have the power to purchase and maintain insurance to cover such indemnification.

END OF AMENDED AND RESTATED BYLAWS