

# RABIN ♦ PARKER

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January 11, 2016

Scott Vignery  
Ameri-Tech Realty, Inc.  
24701 U.S. Highway 19 North, Suite 102  
Clearwater, Florida 33763

Re: **RECORDED CERTIFICATES OF AMENDMENT**  
Strathmore Gate-East at Lake St. George Homeowners' Association, Inc.  
File No.: 10310-002

Dear Scott:

Please find the enclosed original recorded documents:

- ♦ Certificate of Amendment to the Declaration of Restrictions for Strathmore Gate-East at Lake St. George (OR 19032, PG 2497-2522, 12/28/2015)
- ♦ Certificate of Amendment to the Bylaws of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc. (OR 19032, PG 2523-2534, 12/28/2015)
- ♦ Certificate of Amendment to the Articles of Incorporation for Strathmore Gate-East at Lake St. George Homeowners' Association, Inc. (OR 19032, PG 2535-2540, 12/28/2015)
- ♦ Letter from Florida Department of State, Division of Corporations (Letter Number 816A00000068)

Please make this part of the official documents on file for the Association and disseminate to the members of the Association accordingly.

Thank you for the opportunity to assist the Association in this matter, and please do not hesitate to contact our office if you have any questions.

Sincerely,



Monique E. Parker

MEP/tg

Enclosures

cc: Strathmore Gate-East at Lake St. George Homeowners' Association, Inc.

Prepared by and return to:  
Monique E. Parker, Esq.  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2015374371 12/28/2015 at 02:29 PM  
OFF REC BK: 19032 PG: 2497-2522  
DocType:CTF RECORDING: \$222.50

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
RESTRICTIONS FOR STRATHMORE GATE-EAST AT LAKE ST. GEORGE

I hereby certify that at a duly called meeting of the members of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., held on November 16, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Declaration of Restrictions for Strathmore Gate-East at Lake St. George, attached hereto as EXHIBIT A, was duly adopted by the membership. The Declaration of Restrictions for Strathmore Gate-East at Lake St. George was originally recorded in Official Records Book 5154, Page 657, and subsequently amended, within the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 8th day of December, 2015.

Lois S. Alvarez  
(Signature of Witness #1)

LOIS S. ALVAREZ  
(Printed Name of Witness #1)

Tracy L. Wallace  
(Signature of Witness #2)

TRACY L. WALLACE  
(Printed Name of Witness #2)

STRATHMORE GATE-EAST AT LAKE ST. GEORGE  
HOMEOWNERS' ASSOCIATION, INC.

By: Elaine M. Abrams  
(Signature)  
ELAINE M. ABRAMS, President  
(Printed Name and Title)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 8th day of DECEMBER, 2015, by ELAINE ABRAMS as president of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



Tracy L. Wallace  
Notary Public/State of Florida  
My commission expires:

## EXHIBIT A

### AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR STRATHMORE GATE-EAST AT LAKE ST. GEORGE

This instrument amends, consolidates, and restates in its entirety the Declaration of Restrictions for Strathmore Gate-East at Lake St. George.

WHEREAS, the original Declaration of Restrictions for Strathmore Gate-East at Lake St. George, (hereinafter referred to as the "Original Declaration") was recorded in Pinellas County Florida Official Records Book ("ORB") 5154, page 657, and thereafter successively amended, in ORB 18690, page 206; and

WHEREAS, it is desirable to consolidate, amend, and restate all previously recorded instruments and amendments contained herein to make all of them more easily understood by all persons associated with Strathmore Gate-East at Lake St. George;

NOW, THEREFORE, this amended, consolidated, and restated Declaration of Restrictions for Strathmore Gate-East at Lake St. George (hereinafter referred to as the "Declaration") is hereby adopted as of the date that a Certificate of Amendment is recorded in the Public Records.

#### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to STRATHMORE GATE-EAST AT LAKE ST. GEORGE HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

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

Section 3. "Properties" or "Property" shall mean and refer to that certain real property described in EXHIBIT A affixed to the Original Declaration and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean a platted lot shown upon the recorded plat of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Levitt Homes Incorporated, its specific successors and assigns.

Section 7. "Governing Documents" shall mean this Declaration, the Articles of Incorporation, the Bylaws, and the adopted resolutions, rules, regulations, standards, guidelines, and procedures of the Association. In the event of conflict, the hierarchy of the Association's Governing Documents shall be in the order stated.

Section 8. "Homeowner's Association Act" shall mean Chapter 720 of the Florida Statutes, as amended from time to time.

## ARTICLE II PROPERTY RIGHTS

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

(a) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Areas by an Owner for any period during which any assessment against the Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the members.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association the Owner's right of enjoyment to the Common Area and facilities to specified members of the Owner's family, tenants, or contract purchasers who reside on the property.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a member of the Association, Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The members of the Association are entitled to one (1) vote for each Lot owned. The total number of votes ("voting interests") is equal to the total number of Lots. The vote of a Lot is not divisible. If a Lot is owned by one natural person, individually or as trustee, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more persons, that Lot's vote may be cast by any of the Owners provided only one vote shall be cast. If multiple Owners cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another Owner, the vote for that Lot will not be counted. The vote of an Owner which is not a natural person shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.

ARTICLE IV  
COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessment. Each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following

(a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

(b) Any special assessments for capital improvements, emergencies or non-recurring expenses: such assessments shall be in equal amounts against the Owners of each Lot.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Lot.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Association, through the Board of Directors, subject to the provisions of the Bylaws, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses of the Association.

(a) A Lot Owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments that come due during the period of ownership. Additionally, a Lot Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title, without prejudice to the rights the new Owner may have to recover from the amounts paid from the previous Owner. Notwithstanding the foregoing, in the event the Association takes title to Lot through the process of foreclosure, or acceptance of a deed in lieu of foreclosure, the Association shall not be jointly and severally liable with any prior Owner for assessments that came due during any period of ownership prior to the date the Association took title.

(b) Assessments and installments thereon not paid when due (as determined by the Board of Directors) shall bear interest at the highest rate allowed by law from the date due until paid. The Board of Directors shall also have the right and power to levy late fees, in addition to interest, in an amount determined by the Board of Directors from time to time, up to the highest amount allowed by law, on any unpaid assessments. All payments on account shall be first applied to interest, then to late fees and attorney fees, then to costs, and finally to unpaid assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

(c) The Association shall have a lien on each Lot for any unpaid assessments until paid. Such lien shall also secure all interest, late fees, the costs of recording the claim of lien, and other costs of collection incurred, such as title search expenses, and all court costs, including, but not limited to, filing and service of process fees, reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including fees and costs associated with pre-litigation collection efforts and on appeal.

(d) Any lien imposed by the Association shall have the priorities established by the Florida Statutes and the Homeowner's Association Act as amended from time to time and shall continue in effect until all sums secured by the lien are fully paid. Such claims of lien shall secure all monies due at the time of filing of such lien, and any monies coming due thereafter until paid in full.

(e) The Board of Directors may take such action as it deems necessary to collect assessments by personal action against the Owner, or by enforcing and foreclosing the lien, and may settle and compromise the same if in the best interests of the Association. Liens for assessments may be foreclosed by suit brought in the name of the Association in the manner set forth in the Homeowner's Association Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire and hold, lease, mortgage and convey the same. Suits to recover a money judgment against an Owner for unpaid assessments may be maintained without waiving the lien securing the same.

(f) Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a Lot. A first mortgagee or its successor or assignees who acquire title to a Lot by foreclosure, or by deed in lieu of foreclosure, shall be liable for the unpaid assessments that became due prior to the mortgagee's acquisition in the manner determined and set forth in the Homeowner's Association Act, as amended from time to time. A mortgagee acquiring title to a Lot as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Lot, whether or not such Lot is unoccupied, be excused from the payment of some or all of the assessments coming due against such Lot during the period of ownership.

(g) Any unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Lot owners.

(h) If any assessment or installment shall remain unpaid for a period of thirty (30) days, and a claim of lien is recorded, the Association shall have the right (but not the obligation) to accelerate the due date of the entire unpaid balance of the Lot's annual assessment, and all special assessments for that fiscal year, as if said balance had originally been due on the date the claim of lien was recorded. The Association's claim of lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, and attorneys' fees and costs as provided by law; and said claim of lien shall not be satisfied or released until all sums secured by it have been paid.

Section 3. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

(a) Annual assessments against the Owners of all the Lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.



(d) The Association or its agent shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

ARTICLE V  
MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area. The Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair. Said land improvements include, but are not limited to, roads, storm drainage, water distribution, and sanitary sewerage facilities.

Section 2. Dwellings and Lots. The Association shall at all times maintain the finished exterior surfaces of the dwelling, which maintenance shall constitute painting of the stucco, and repair and replacement of roof shingles only. Further, the Association shall maintain, repair and replace exterior light globes, all landscaped portions of the Lots and the sprinkler system and walkways on each Lot, provided, however, as to the area on a Lot, adjacent to a dwelling, which is fenced-in as a privacy area, the maintenance obligation shall be the responsibility of the Owner of such Lot, not the responsibility of the Association.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association

as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 4. Others. Where reasonably possible, the Association shall also maintain the vegetation and any landscaping upon areas that are not within the Properties but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas within the right-of-way of abutting public streets or road and areas within drainage rights-of-way.

#### ARTICLE VI MAINTENANCE OBLIGATION OF LOT OWNERS

Section 1. Owner's Responsibility. Lot Owners are responsible for the cleaning, repair, maintenance, and/or replacement, at their expense, for all portions of the dwelling and other improvements constructed on their Lots which are not to be maintained by the Association as set forth in Article V herein above. Such maintenance shall include the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, exterior lights, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, Owners shall maintain, at their expense, the privacy walls, patio fences, gutters, roofs and all structural, electrical, mechanical and plumbing elements thereof, (excluding only the maintenance obligations of the Association as set forth in Article V above, and the repair and replacement of the roof system in the event of an insurable loss as set forth in Article XIII below). Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors.

Section 2. Owner Liability. Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VI; or,
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,
- (c) Undertake unauthorized modifications or additions to the dwelling or to any other portion of the Lot which violates ARTICLE V or ARTICLE VI, or the provisions of ARTICLE VIII.

The Association, after approval by two-thirds (2/3) vote of the Board of Directors and ten (10) days prior written notice, shall have the right, through its agents and employees to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be remove unauthorized modifications or additions. The cost thereof, plus reasonable overhead costs to the Association, shall be added to and become a part of the assessment to which the Lot is subject.

#### ARTICLE VII EASEMENT FOR ENCROACHMENTS

In the event that any dwelling or other improvement upon a Lot shall encroach upon any other Lot or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

#### ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval Necessary. No building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind (hereinafter collectively referred to as "improvements") shall be erected, constructed, placed or maintained on the Property, nor shall any alteration, addition, changing, repairing, remodeling, or adding (hereinafter collectively referred to as "alterations") to the exterior thereof or to the landscaping (except for the privacy area) be made, unless prior to the commencement of any construction, excavation or other work, two complete plans and specifications therefore, including front, side and rear elevations and floor plans (as may be appropriate for the proposed improvement or alteration) indicating and fixing the exact location of such proposed improvement or alteration on the Lot with reference to the street and side lines thereof shall have been first submitted in writing for approval, and approved in writing by the Board of Directors or an Architectural Committee appointed by and serving at the pleasure of the Board of Directors.

Section 2. Endorsement of Plans. Approval of plans, specifications, and address of the Lot by the Board of Directors or Architectural Committee shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned to the person submitting the same. The approval of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Board of

Directors or Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

Section 3. Construction or Alteration to be in Conformance with Plans. After such plans and specifications and other data submitted have been approved, no building, out-building, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Board of Directors or Architectural Committee. Upon completion of the improvements or alterations, the Lot Owner shall give written notice of said completion to the Board of Directors or Architectural Committee.

Section 4. Deemed Unapproved. In the event that the Board of Directors or Architectural Committee shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications or plot plans, submitted to it for approval, the same shall be deemed unapproved.

Section 5. Right of Entry. Any agent of the Board of Directors or member of the Architectural Committee may at any reasonable time enter and inspect any building or property subject to this Article, under construction, or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 6. The Association shall develop standards and guidelines relating to architectural and landscaping improvements to the dwellings and Lots, which must be complied with by all Owners and residents seeking to make improvements under this Article. However, even the adherence to such standards and guidelines does not obviate the need for submission of an application for approval, nor does it obligate the Board of Directors or Architectural Committee to grant approval.

Section 7. The Association shall not be held responsible, for any loss or damages to any person arising out of the approval or disapproval of plans, designs, or construction errors. Nor shall the Association be held responsible for loss or damages to

any person or property arising out of noncompliance with the Association's Governing Documents or any governmental land use and building regulations.

ARTICLE IX  
INSURANCE

The following insurance shall be purchased, maintained, and governed by the following provisions:

Section 1. Purchase of Insurance. All insurance purchased pursuant to this Article shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interests may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid.

Section 2. Cost and Payment of Premiums. The Association shall pay the cost of obtaining insurance hereunder, excluding only the insurance required to be purchased by individual Owners and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

Section 3. Owners' Responsibility. Each Owner shall obtain insurance, at their own expense, in the form of an HO-6 policy (condominium unit owners policy) to cover the dwelling and building improvements that the owners are responsible for maintaining and replacing under the terms of the Declaration (including, but without limitation, water heaters, cabinets, interior fixtures, ceiling wall and floor coverings, personal property within the dwellings, etc.). The individual Owners may obtain a broader level of insurance than that which is required herein, but the obligations set forth within this paragraph will constitute minimum requirements. Each Owner shall provide proof of insurance coverage which meets the requirements of this section to the Association, upon request; however, the Association will not be liable for failing to confirm that each Owner has the insurance required under this section, or for failing to take action to require such insurance to be purchased by each Owner. Each Owner is also encouraged to maintain

liability insurance to protect such Owner against damage or injury caused to third persons or the property of third parties.

Section 4. Coverage. The following coverage shall be obtained by the Association:

(a) The dwelling structures and all other insurable improvements as originally constructed by Declarant upon the Lots and Common Areas, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association, assisted by a replacement cost appraisal. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the "Special Form" coverage endorsement.

(b) Comprehensive general liability coverage shall be obtained by the Association in limits of not less than one million (\$1,000,000.00) for bodily injury and property damage to others. Said coverage shall include, but not be limited to non-owned automobile liability. Unit Owners shall be named as Insured.

(c) Workmen's Compensation policies shall be obtained to meet the requirements of law.

(d) Such other insurance as the Board of the Association may determine to be necessary from time to time.

Section 5. Insurance Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Owners and their mortgagees as provided below. In the event a mortgagee endorsement has been issued as to a dwelling unit, the share of that Owner shall be held by the Association for the benefit of the mortgagee and the Owner as their interests may appear, if the property is to be repaired or reconstructed; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for those proceeds which are payable

to the Owner and mortgagee, pursuant to the provisions of this Declaration.

Section 6. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each Owner of a Mortgage upon a Lot and for each Owner of any other interest in a Lot or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 7. Responsibility. In the event of an insured loss, the Association shall be responsible for repair and replacement of the insured structural portions of the buildings and dwellings (including the roof systems), notwithstanding that such improvements are to be regularly maintained, repaired and replaced by the Owners pursuant to the terms of the Declaration. The Owners shall be responsible for repair and replacement of all improvements required to be insured pursuant to Section 3 of this Article. The term "insured loss" shall be defined by the Association's policy of insurance and in the event of a dispute as to whether an insured loss has occurred, a claim shall be submitted to the Association's insurance carrier, and the decision of the carrier shall be final.

Section 8. Nature of Reconstruction. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement dwelling shall not exceed the dimensions of the previous building.

Section 9. Estimates. In all instances hereunder, immediately after an insurable event causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by any Institutional Mortgagee involved.

Section 10. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs or

reconstruction are insufficient, assessments shall be made against the Owners of the affected building(s) in sufficient amounts to provide funds for the payment of such costs. Assessments against such Owners for damage to dwellings shall be in proportion to the cost of reconstruction of their respective dwellings, subject to the provisions in the Declaration regarding common roofs and party walls. Such assessments on account of damage to all other improvements shall be uniform against all Owners.

Section 11. Authority of Association. In all instances herein, except when a vote of the Membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

#### ARTICLE X PROHIBITED USES

Section 1. All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored, and placed in an area not visible from outside the dwelling. Owners shall be responsible for depositing their garbage and trash in dumpsters located in a designated trash area.

Section 2. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected, or maintained without the prior approval of the Board of Directors or Architectural Committee.

Section 3. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised, or maintained on any Lot; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling. The Board of Directors shall have authority to adopt additional restrictions relating to the breed, size and number of pets permitted in the community. All pets must be inoculated as required by law.

(a) All pets shall be kept on a leash when not on the Owner's Lot and shall be walked only on areas designated for pets by the Board of Directors, if any. Owners or other residents shall be responsible for immediately picking up and properly disposing of all pet waste. Failure to pick up and properly and promptly dispose of pet waste shall be prima facie evidence



that such pet is causing an unreasonable disturbance or annoyance pursuant to paragraph (b) hereunder.

(b) Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the property upon ten (10) days written notice from the Board. The Board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise, shall be conclusive, provided the owner is given notice of the intended Board action and an opportunity for a hearing prior to Board action.

(c) Any Lot Owner or other resident who keeps any pet shall be deemed to have indemnified and agreed to hold the Association free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet.

Section 4. No stable, livery stable, or barn shall be erected, constructed, permitted, or maintained on any Lot.

Section 5. Except in the Common Area, no swimming pool or appurtenant pump house shall be constructed, erected, or maintained such that it is visible from any street without prior approval of the Architectural Committee.

Section 6. No commercial vehicle, motorcycle, boat, mobile home, camper, trailer, or recreational vehicle of any kind shall be parked on the Property overnight (from dusk to dawn). All vehicles parked on the Property must be operable, with a current registration. Included within the definition of "commercial vehicles" are all vehicles (including passenger vehicles) with exterior commercial lettering; pickup trucks with a carrying capacity in excess of three-quarters (3/4) ton; vans designed for commercial purposes, which determination is based upon factors including the size of the van, the absence of passenger windows on the sides of the vehicle, and the absence of rear seats for passengers with space for carrying cargo present in place of such seats; and trucks, including pickup trucks of any size, which evidence visible uses or modifications for commercial purposes. This includes trucks where items are carried or stored in open view (as opposed to being concealed in a storage box or other approved container). This also includes trucks where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. Also prohibited are any passenger vehicles, including sport utility vehicles, which have been modified from the condition which existed when sold by

the manufacturer, including modifications which have increased the height of such vehicles, added off-road or enlarged tires, or other apparatus unrelated to conventional passenger use of the vehicle.

Section 7. For safety purposes, no skate boarding, roller blading, or use of motorized children's vehicles, shall be permitted.

Section 8. No signs, except small name signs approved by the Board of Directors or Architectural Committee, shall be placed, erected or displayed on any Lot. However, one security sign provided by the security company, and used in connection with, a security system installed in the residence may be displayed on a Lot, provided such sign is not larger than one foot in height and width, and provided it is placed in the ground at a height not to exceed three feet, and within three feet from the wall of the dwelling.

Section 9. No trade or business shall be conducted, nor any commercial use made of any residential Lot. However, Owners and residents may conduct limited business or professional activities within a dwelling, if such use is incidental to the primary use of the dwelling for single family residential purposes, but only if confined solely within the dwelling, and only if the activity cannot be seen, heard or smelled by other residents of the community, and provided further, that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the community, or increases the insurance risk of the other owners or the Association, or if the activity constitutes a dangerous activity.

Section 10. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse, or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 11. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the residents thereof. No immoral, improper, or offensive conduct shall be permitted on the Property. Any disturbance on the Property requiring police intervention shall be deemed a nuisance and a violation of this provision.

Section 12. No offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all

governmental bodies having jurisdiction shall be strictly observed.

Section 13. No television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained. Satellite dishes are permitted to the extent required by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size, location, installation methods, and safety restrictions pertaining to the installation of satellite dishes.

ARTICLE XI  
TRANSFERS AND LEASING

In order to insure a community of congenial residents and thus protect the value of the Lots, the transfer and leasing of Lots by any Owner shall be subject to the following provisions:

Section 1. Transfers. No Owner may dispose of a Lot or any interest therein by sale without approval of the Association. Prior to any sale or transfer of any Lot to any person other than the Owner's spouse, the Owner shall give written notice to the Board of Directors of the anticipated closing date, the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information as may be reasonably required by the Board of Directors. The Owner may also be required to pay a reasonable application fee in connection with the proposed transfer. The Lot Owner must provide to the buyer a copy of the Governing Documents and any other disclosures required by the Florida Statutes.

Section 2. Leasing. All leases and occupancy of a Lot shall be subject to prior approval of the Association.

(a) No Lot may be occupied by any person other than a "bona fide Owner" during the first twelve (12) months of ownership following the transfer of a Lot. For the purpose of this restriction, a "bona-fide Owner" is defined as an individual that owns at least two-thirds (2/3) of the total interest in the Lot as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited. If an Owner violates this restriction, any period of time during

which the dwelling is leased in violation of this restriction will be added to the one-year time period which started when title to the dwelling was acquired. If a dwelling is currently leased at the time of any sale, such lease is not to be renewed by the new Owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Association. Additionally, the period of time for which the dwelling is leased following the acquisition of title by the new Owner will not be counted toward the one-year waiting period for new leases. Therefore, the one-year waiting period during which a dwelling is not to be leased by a new Owner will not begin until the end of any lease that is in effect at the time that such new Owner takes title to the dwelling.

(b) No lease shall be for a period of less than seven (7) months.

(c) Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a Lot Owner shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board of Directors from time to time, not to exceed any limitation imposed by the Florida Statutes. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. No lease renewals, subleasing, assignment of a lease, or any change in occupancy, is permitted without further application and approval from the Board of Directors. It shall be the Owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

(d) As a condition of approval of a lease, the Owner(s) and tenant(s) may be required to sign a lease addendum prepared by the Association, which shall contain an agreement by the tenant to comply with the governing documents of the Association and shall contain a provision appointing the Association as agent for the Owner, to enable the Association to act on behalf of the Owner to enforce the lease, including eviction of the tenant as deemed necessary. If a lease addendum is not executed, the lease shall be deemed to include such provisions. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to

permitting the leasing of a Lot, that all assessments in regard to the Lot be current.

(e) As an additional condition of approval of a lease, the Association may require that the lessee place a security deposit, not to exceed the maximum amount permitted by law, into an escrow account maintained by the Association which shall protect against damages to the common areas or Association property.

(f) It shall be the duty of the Association to notify the Lot Owner of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information.

(g) Pursuant to Florida Statutes, as amended from time to time, if any dwelling is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay rent directly to the Association.

Section 3. Reasons for potential disapproval of a transfer or lease include, without limitation:

(a) A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.

(b) A history evidencing actions which indicate a disregard for, or indifference concerning, rules, and regulations associated with community living.

(c) Providing untimely, false, or incomplete information in connection with the application.

(d) Delinquent monetary obligations owed to the Association.

Section 4. Disapproval. If a proposed transfer or lease is disapproved by the Association, the Lot Owner shall be advised in writing and the transfer or lease shall not be made. The Association has neither the duty to purchase or lease such Lot, nor to provide an alternate purchaser or lessee, nor assumes any responsibility for the denial of a transfer or lease.

Section 5. Other Transfers. If any Lot Owner shall acquire title by gift, devise, inheritance, judicial sale, or any other transfer not stated herein, the occupancy of the Lot shall be

subject to the approval of the Association in the same manner as a lease as set forth above.

Section 6. Corporate Purchasers. If the purchaser of a Lot is a corporation, the approval of ownership by the corporation may be conditioned upon the approval of all persons occupying the Lot in the same manner as a lease as set forth above.

Section 7. Guest Occupancy. A "guest" shall be defined as an individual who visits a Lot while the Owner is present and from whom no compensation is received in connection with the occupancy. Owners are not restricted as to the frequency of guests in a Lot, so long as an Owner or approved lessee is occupying the Lot during the entire period of time that such guests are present. Lessees are not permitted to have guests occupying their Lot unless an approved lessee is occupying the Lot during the entire period of time that such guests are present.

(a) All guests are presumed to have knowledge of, and agree to comply with the Association's Governing Documents.

(b) When a Lot is leased, or occupied in the absence of the Owner, only the current occupant(s) of the Lot shall have the right to use the common areas and association property, to the exclusion of the non-resident party, regardless of whether the non-resident party is the Owner of the Lot. Dual use of the common areas or Association property when a Lot is leased or occupied by a guest in the absence of the Owner is prohibited.

Section 8. Prohibition on Sexual Predators and Offenders. Neither "sexual predators," nor "sexual offenders," as those terms are defined by the Florida Statutes, shall be permitted to occupy any Lot, at any time, whether they are an Owner, tenant or guest, for any period of time, regardless of whether an Owner or approved lessee is also occupying such Lot. Any sale, transfer, or conveyance made in violation of this provision shall be void, and the Association may institute suit to remove such individual from the Property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, or the Association, be liable to an Owner, resident, tenant, guest or other persons on the premises for not conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.

Section 9. Exceptions. The foregoing provisions shall not apply to the Association if it acquires title to a Lot through foreclosure of a lien for assessments, or a transfer or purchase by an institutional lender which acquires its title as the result of foreclosure of a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale, or tax sale.

Section 10. Unauthorized Transactions. Any sale, mortgage, lease or occupancy of a Lot, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, and the Association may institute suit to remove the unauthorized occupant(s) from the Property, in which event the Lot Owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association, including fees which may be incurred in pre-suit enforcement efforts, and on appeal.

#### ARTICLE XII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and/or the Governing Documents of the Association. In accordance with the Homeowner's Association Act, the Association may also suspend use rights, impose fines, employ legal counsel, and commence legal actions against any responsible parties for violations of the Governing Documents. Failure by the Association or by any Owner to enforce any covenant or restriction contained within the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

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

Section 3. Amendment. Amendments to the Declaration may be proposed by the Board of Directors, or by a petition signed by at least twenty-five percent (25%) of the Lot Owners, provided that any amendment proposed by the Lot Owners is subject to editing as to form and legality by legal counsel for the Association. The specific wording of any proposed amendments must be provided to all Owners at least fourteen (14) days prior to the meeting where the voting will take place. Amendments must be approved by at least a majority of the total voting interests. Voting may take place in person, by proxy, or by electronic voting in accordance with Florida Statutes as amended from time to time. As to any amendments which are approved, a Certificate of Amendment signed by the president or vice president, with two witnesses and a notary, will be recorded in the Pinellas County Public Records with the approved amendments.

Section 4. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Open Space. No portion of the Properties containing "open space" in accordance with the Plat of the Properties filed in the Public Records of Pinellas County, Florida, may be vacated in whole or part unless the entire plat is vacated.

#### ARTICLE XIII ROOF MAINTENANCE OR REPLACEMENT

Section 1. Owners are responsible for maintaining, repairing, and replacing the roof system over the dwellings, with the exception of roof shingles, which are maintained, repaired, and replaced by the Association.

Section 2. In the event of an insurable loss, the Association shall be responsible to repair or replace any damage to the roof system on a building. If a roof extends over two or more Lots, and a portion of one Owner's roof requires replacement or repair, then the entire roof may be replaced or repaired if necessary in order to maintain an attractive, uniform roof appearance. The cost thereof in excess of insurance proceeds shall be shared proportionately by the Owners of the Lots affected based on the cost of such replacement or repair, pertaining to the roof structure over the specific Lots; provided, however, that in the event of damage or destruction which is confined to the roof area wholly within the dimensions



of a single Lot the cost of repair or replacement thereof which is in excess of the insurance proceeds shall be paid by said Lot Owner. Notwithstanding the foregoing, if the damaged roof system is determined by an independent expert to be within the last five years of its estimated remaining useful life, and the Board of Directors determines that it is appropriate to replace the entire roof system of the building, then such replacement may be made in accordance with Section 5 below.

Section 3. If the damage or destruction of a roof area is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement.

Section 4. In the event maintenance, repair or replacement of a roof is required (and such damage is not the result of an insurable loss) and the Owner of the damaged roof refuses to conduct such maintenance, the Association or any affected Owner shall have the right, but not the obligation, to make repairs to the damaged roof and the Owner of the damaged roof shall be liable for the costs associated with same. If the Association elects to undertake such necessary maintenance or make such required repairs, the costs of the maintenance and/or repairs shall be charged to the Owner of the Lot and collectible in the same manner as assessments. If maintenance or repairs are made by any other affected Owner, such affected Owner shall be entitled to file in the Public Records a lien on the Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage. If an Owner shall give, or shall have given a mortgage or mortgages upon the property, then the rights of the mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 5. Replacement of roof at the end of useful life. The Association shall have the responsibility to periodically replace the entire roof system of a building at the natural expiration of its useful life as determined in the reasonable discretion of the Board of Directors. The cost of such replacement shall be a common expense shared equally by the members of the Association. The Board of Directors may establish a reserve account for roof replacement.

ARTICLE XIV  
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the dwellings (including fences, if any) upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners of the Lots abutting same.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner of an adjoining Lot may restore it, and in the event the cost thereof is in excess of the insurance proceeds, the Owners of the other adjoining Lot shall contribute equally to pay such excess without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by their negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Rights to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to this land and shall pass to such Owner's successors in title. If any Owner shall neglect or refuse to pay their share under the provisions of this Article, any other affected Owner is entitled to file a lien in the Public Records on the Lot of the defaulting Owner in the amount of such share plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XV  
PARKING

The Association has assigned to each Lot the exclusive right to use one automobile parking space which is located on the Common Area. Such parking space shall be used only by the Owner or resident of such Lot and such Owner's or resident's guests and invitees. The Association shall maintain a listing of the parking space which is assigned to each Lot. Due to limited parking, Owners and residents must make use of the reserved spaces prior to using unassigned spaces for overflow or guest parking. Owners and residents may not reserve or hold unassigned parking spaces for use by their guests and invitees. The Board of Directors may adopt additional rules and regulations relating to parking on the Property.

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END OF AMENDED AND RESTATED DECLARATION

Prepared by and return to:  
Monique E. Parker, Esq.  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE BYLAWS OF STRATHMORE  
GATE-EAST AT LAKE ST. GEORGE HOMEOWNERS' ASSOCIATION, INC.

I hereby certify that at a duly called meeting of the members of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., held on November 16, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Bylaws of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., attached hereto as EXHIBIT A, were duly adopted by the membership. The Bylaws of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., were originally recorded as Exhibit D of the Declaration of Restrictions for Strathmore Gate-East at Lake St. George, Official Records Book 5154, Page 657, and subsequently amended, within the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 8th day of December, 2015.

Lois S. Alvarez  
(Signature of Witness #1)  
LOIS S. ALVADEZ  
(Printed Name of Witness #1)  
Tracy L. Wallace  
(Signature of Witness #2)  
TRACY L. WALLACE  
(Printed Name of Witness #2)

STRATHMORE GATE-EAST AT LAKE ST. GEORGE  
HOMEOWNERS' ASSOCIATION, INC.

By: Elaine M. Abrams  
(Signature)  
ELAINE M. ABRAMS, President  
(Printed Name and Title)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 8th day of DECEMBER, 2015, by ELAINE ABRAMS as president of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Tracy L. Wallace  
Notary Public/State of Florida  
My commission expires:



## EXHIBIT A

### AMENDED AND RESTATED BYLAWS OF STRATHMORE GATE-EAST AT LAKE ST. GEORGE HOMEOWNERS' ASSOCIATION, INC.

#### ARTICLE I NAME AND LOCATION

The name of the corporation is Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at the main address of the Association's Managing Agent, but meetings of members and Directors may be held at such places within the State of Florida, County of Pinellas, as may be designated by the Board of Directors.

#### ARTICLE II DEFINITIONS

The definitions of words used herein shall be as defined in the Declaration of Restrictions for Strathmore Gate-East at Lake St. George.

#### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held at least once each calendar year on a date and at a time determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one fourth ( $\frac{1}{4}$ ) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting (except in the case of an emergency as elsewhere described herein) to each member entitled to vote and addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association

for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

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

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

#### ARTICLE IV BOARD OF DIRECTORS, SELECTION, AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3), nor more than nine (9), persons who shall consist of members of the Association. The number of Directors may be increased or decreased periodically by a majority vote of the Board of Directors, which vote shall take place at a duly noticed Board meeting, a minimum of 90 days and a maximum of 150 days prior to the annual meeting.

Section 2. Term of Office. The term of office for the Directors shall be from the date of the election at the annual meeting, through the date of the following annual meeting when a new Membership vote is taken for the upcoming term. At the expiration of any term, any Director may be re-elected.

Section 3. Removal. Any Director may be removed from the Board with or without cause, in the manner provided for recall of Directors by the Florida Statutes as amended from time to time. In the event of death, resignation, or removal of a Director, the successor shall be selected by the remaining members of the Board and shall serve for the remainder of the unexpired term.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association.

However, any Director may be reimbursed for actual expenses incurred in the performance of their duties.

Section 5. Residency Requirement. Unless otherwise ineligible to serve under the provisions of Florida Statutes, all members may serve as Directors provide they are available to attend meetings and perform the duties and responsibilities as described in these Bylaws.

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

At such time as members of the Association are permitted to elect Directors, the nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. If the Board of Directors decides to appoint a Nominating Committee, it shall do so at least sixty (60) days prior to each Annual Meeting of the members, and such Committee shall serve until the close of the Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. The election of Directors will be conducted at the annual meeting. Members who are not present at the election may vote by absentee ballot or may give a general or limited proxy to another Member for voting purposes. At such election the Members or their proxies may cast, in respect to each vacancy, one vote per Lot. Cumulative voting is not allowed. Persons receiving the largest number of votes shall be elected.

#### ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, with forty eight (48) hours written notice posted on each court and the community marquee, and once immediately following the Annual Membership Meeting, with fourteen (14) days written notice, at such place and hours as may be fixed by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of

Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

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

ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish Rules and Regulations governing the use of common areas, Lots, and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof.

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

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

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

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions for the Association and/or its officers.

(f) Adopt and publish rules regarding leasing of a dwelling on the Lots consistent with the provisions of the Declaration.



(g) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas or buildings, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of the unit owners, by the affirmative vote of a majority of those voting members who are present and voting, in person or by proxy, at a meeting duly called for such purpose, shall be required for the borrowing of any sum in excess of Twenty Thousand Dollars (\$20,000.00).

(h) To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real or personal, and specifically including the Lots. To acquire Lots by foreclosure or otherwise, in the name of the Association in accordance with, and as may be permitted by the Florida Statutes as amended from time to time.

(i) In the event of any emergency as defined below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by the Florida Statutes, as amended from time to time.

1. The Board of Directors may name an assistant officer who is not a member of the Board of Directors, and said assistant officer shall have the same authority as the elected officer to whom they assist during the period of the emergency, to accommodate the incapacity or unavailability of any elected officer of the Association.

2. The Board of Directors may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

3. During an emergency, the Board of Directors may hold meetings with notice given only to those members of the Board of Directors with whom it is reasonable to give such notice. The Board of Director members in attendance at such meeting shall constitute a quorum. One (1) member of the Board of Directors may be designated to act on behalf of the Board of Directors during such emergency.

4. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

5. Any officer, Board of Director member, or employee of the Association acting with a reasonable belief that such actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.

6. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

7. For purposes of this section, an emergency exists during a period of time that the Property or the immediate geographic area in which the Property is located is subjected to:

A. A state of emergency declared by local civil or law enforcement authorities;

B. A hurricane warning;

C. A partial or complete evacuation order;

D. Federal or state "disaster area" status; or

E. A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Property, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

8. An emergency also exists for purposes of this section during the time when a quorum of the Board of Directors cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) members of the Board of Directors, or by the president, that an emergency exists shall have presumptive validity.

9. In order for these emergency powers to be invoked, in addition to the occurrence of any of the events noted herein, there must also exist:

A. Substantial damage or threat of imminent substantial damage to any portion of the building structure, envelope, utilities or equipment; or,

B. The common elements of the community and/or the building (or any portion thereof) is inaccessible or uninhabitable.

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

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

(c) As more fully provided in the Declaration, to fix the amount of the annual assessment against each Lot and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

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

(e) Procure and maintain adequate liability, hazard, property and/or casualty insurance on property owned by the Association and as required by the Declaration.

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

#### ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time 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 the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one

(1) year unless an officer resigns, or shall be removed, or otherwise disqualified to serve.

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

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

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

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

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

(a) President. The President shall preside as Chair at all meetings of the members and Board of Directors; protect the rights of all members, conduct all affairs of the meeting with impartiality; shall see that orders and resolutions of the Board are carried out; may sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes.

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

(c) Secretary. The Secretary shall record the votes, prepare 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 the members; prepare and post the Agenda of all regular, annual and special meetings; keep appropriate current records; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer or the agent shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; shall, upon a vote of a majority of the members, cause an audit of the Association books to be made by a public accountant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the members.

(e) Grounds Director. The Grounds Director or the agent shall manage the activities and actions of the Association's common grounds and oversee all maintenance staff and vendors retained by the Association to complete and resolve all Association and Homeowner work orders submitted. The Grounds Director shall inform the Board of any potential need for repairs, replacement, or expenditures to maintain the common areas of the Association.

(f) Buildings Director. The Buildings Director or the agent shall manage the activities and actions of the Association's buildings and oversee all maintenance staff and vendors retained by the Association to complete and resolve all Association and Homeowner work orders submitted. The Buildings Director shall inform the Board of any potential need for repairs, replacement, or expenditures to maintain the Association's buildings.

#### ARTICLE IX COMMITTEES

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

ARTICLE X  
BOOKS AND RECORDS

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

ARTICLE XI  
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, a late fee may be levied by the Board of Directors for each month the Assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

ARTICLE XII  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: STRATHMORE GATE-EAST AT LAKE ST. GEORGE HOMEOWNERS' ASSOCIATION, INC., a Corporation Not For Profit, 1981.

ARTICLE XIII  
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and

in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. All formal meetings and business affairs of the Association shall be conducted subject to the requirements of the Homeowner's Association Act, Chapter 720 of the Florida Statutes, as amended from time to time.

ARTICLE XIV  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

---

END PROPOSED AMENDED AND RESTATED BYLAWS

Prepared by and return to:  
Monique E. Parker, Esq.  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF  
INCORPORATION FOR STRATHMORE GATE-EAST  
AT LAKE ST. GEORGE HOMEOWNERS' ASSOCIATION, INC.

I hereby certify that at a duly called meeting of the members of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., held on November 16, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Articles of Incorporation of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., attached hereto as EXHIBIT A, were duly adopted by the membership. The Articles of Incorporation of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., were originally recorded as Exhibit C of the Declaration of Restrictions for Strathmore Gate-East at Lake St. George, Official Records Book 5154, Page 657, and subsequently amended, within the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 8<sup>th</sup> day of December, 2015.

Lois S. Alvarez

(Signature of Witness #1)

LOIS S. ALVAREZ

(Printed Name of Witness #1)

Tracy L. Wallace

(Signature of Witness #2)

TRACY L. WALLACE

(Printed Name of Witness #2)

STRATHMORE GATE-EAST AT LAKE ST. GEORGE  
HOMEOWNERS' ASSOCIATION, INC.

By: Elaine M. Abrams

(Signature)

ELAINE M. ABRAMS

(Printed Name and Title)

President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of DECEMBER, 2015, by ELAINE ABRAMS as president of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Tracy L. Wallace

Notary Public, State of Florida

My commission expires:





## EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
STRATHMORE GATE-EAST AT LAKE ST. GEORGE  
HOMEOWNERS' ASSOCIATION, INC.  
(A Corporation Not-For-Profit)

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify:

### ARTICLE I NAME

The name of the corporation is Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., hereinafter called the "Association".

### ARTICLE II ADDRESS

The address of the registered office of the Association is at the main address of the Association's Managing Agent that is currently registered as the designated agent with the Florida Secretary of State.

### ARTICLE III DEFINITIONS

All definitions in the Declaration of Restrictions for Strathmore Gate-East at Lake St. George as amended from time to time (hereinafter referred to as the "Declaration."), are incorporated herein by reference and made a part hereof.

### ARTICLE IV PURPOSE

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for operation, maintenance, preservation and architectural control of the Lots and Common Area, and improvements thereon, within that certain real property (and any additions thereto) described in the

Declaration and to promote the health, safety, and welfare of the members of the Association.

ARTICLE V  
POWERS OF THE ASSOCIATION

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

- (a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Florida Statutes and the Governing Documents of the Association, as the same may be amended from time to time.
- (b) Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration or Bylaws of the Association; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
- (c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (d) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the common areas or buildings, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of the unit owners, by the affirmative vote of a majority of those voting members who are present and voting, in person or by proxy, at a meeting duly called for such purpose, shall be required for the borrowing of any sum in excess of Twenty Thousand Dollars (\$20,000.00).
- (e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without the consent of two-thirds (2/3) of the votes of the members, agreeing to such dedication, sale or transfer, as has been obtained at a duly called meeting of the Association.

(f) Participate in mergers and consolidations with other non-profit corporations organized for the same purpose or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of the members who participate in the voting at a duly called meeting of the Association.

(g) To promulgate or enforce rules, regulations, Bylaws, covenants, restrictions, procedures, or agreements to effectuate all of the purposes for which the Association is organized.

(h) To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now and hereafter have or exercise.

(i) To contract for management of the Association and to delegate in such contract all or any part of the powers and duties of the Association, and to contract for services to be provided the Owners including garbage pick-up and other utilities.

#### ARTICLE VI MEMBERSHIP

Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

#### ARTICLE VII VOTING RIGHTS

The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes ("voting interests") is equal to the total number of Lots. The vote of a Lot is not divisible. If a Lot is owned by one natural person, individually or as trustee, the right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more persons, that Lot's vote may be cast by any of the owners provided only one vote shall be cast. If the multiple Owners cannot agree how to vote, and attempt to cast votes which are in conflict with those cast by another Owner, the vote for that Lot will not be counted. The vote of an Owner which is not a natural person shall be cast by any officer of a corporation, or any partner or managing agent of another type of entity.

ARTICLE VIII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, the number and terms of which shall be as set forth in the Bylaws.

ARTICLE IX  
DISSOLUTION

In the event of the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X  
DURATION

The corporation shall exist perpetually.

ARTICLE XI  
AMENDMENTS

Amendment of these Articles shall require the assent of a majority of the entire membership.

ARTICLE XII  
OFFICERS

The Board of Directors shall elect the President, Secretary, Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

ARTICLE XIII  
AMENDMENTS

The Bylaws of the Association may be amended, altered, or rescinded as set forth therein.

ARTICLE XIV  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors, and administrators, against all loss, cost, and expenses reasonably incurred in connection with any action, suit, or proceeding to which they may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein they shall be finally adjudged in such action, suit, or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE XV  
TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

(a) No contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or Committee thereof which authorized the contract or transaction or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

---

END OF AMENDED AND RESTATED ARTICLES OF INCORPORATION



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 4, 2016

MONIQUE PARKER  
28163 US HWY 19 N STE 207  
CLEARWATER, FL 33761

Re: Document Number 756877

The Amended and Restated Articles of Incorporation for STRATHMORE GATE-EAST AT LAKE ST. GEORGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, were filed on December 28, 2015.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cathy A Carrothers  
Regulatory Specialist  
Division of Corporations

Letter Number: 816A00000068

Prepared by and return to:  
Monique E. Parker, Esq.  
Rabin Parker, P.A.  
28163 U.S. 19 North, Suite 207  
Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF  
INCORPORATION FOR STRATHMORE GATE-EAST  
AT LAKE ST. GEORGE HOMEOWNERS' ASSOCIATION, INC.

RECORDED  
FILED  
2015 DEC 28 PM 5:41

I hereby certify that at a duly called meeting of the members of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., held on November 16, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amended and Restated Articles of Incorporation of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., attached hereto as EXHIBIT A, were duly adopted by the membership. The Articles of Incorporation of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., were originally recorded as Exhibit C of the Declaration of Restrictions for Strathmore Gate-East at Lake St. George, Official Records Book 5154, Page 657, and subsequently amended, within the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, the Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 8<sup>th</sup> day of December, 2015.

Lois S. Alvarez  
(Signature of Witness #1)  
LOIS S. ALVAREZ  
(Printed Name of Witness #1)  
Tracy C. Wallace  
(Signature of Witness #2)  
TRACY C. WALLACE  
(Printed Name of Witness #2)

STRATHMORE GATE-EAST AT LAKE ST. GEORGE  
HOMEOWNERS' ASSOCIATION, INC.

By: Elaine M. Abrams  
(Signature)  
Elaine M. Abrams President  
(Printed Name and Title)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of DECEMBER, 2015, by ELAINE ABRAMS as president of Strathmore Gate-East at Lake St. George Homeowners' Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Tracy Wallace  
Notary Public/State of Florida  
My commission expires:



## EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
STRATHMORE GATE-EAST AT LAKE ST. GEORGE  
HOMEOWNERS' ASSOCIATION, INC.  
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(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association.

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(b) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a Committee which authorized the contract or transaction.

---

END OF AMENDED AND RESTATED ARTICLES OF INCORPORATION