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BYLAWS
OF
HARBOR OAKS PLACE, INC.

A corporation not for profit
under the Laws of the State of Florida

I.

Identity

Section 1. These are the Bylaws of Harbor Oaks Place, Inc., called Association by these Bylaws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 20, A.D. 1972. The Association has been organized for the purpose of administering Harbor Oaks Place, a condominium, pursuant to Chapter 711, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name Harbor Oaks Place and is located upon the lands described in the Declaration of Condominium.

Section 2. The office of the Association shall be at 30 Turner Street, Clearwater, Florida 33516.

Section 3. The Association shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to a fiscal year basis whenever deemed expedient and for the best interests of the Association.

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

II.

Definitions

Section 1. All words, phrases, names and terms used in these Bylaws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, and Exhibit "A" attached to said Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instruments otherwise requires.

III.

The Association

Section 1. Members. The owners of the condominium parcels shall be the members of this Association.

a. Any legal entity capable of ownership of real property under the Laws of Florida shall be eligible for membership.

b. Any legal entity, upon acquiring title to a condominium parcel, shall thereby become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall automatically cease.

Section 2. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on January 15, 1974. Thereafter the annual meetings of the Association shall be held on the third Wednesday of January of each succeeding year. At the annual meeting the members may transact such business

of the Association as may properly come before them. The time of all meetings shall be set by the directors and the directors by majority vote may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of the Board of Directors or at the request in writing of five (5) members. Such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address, at least ten, but not more than twenty, days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean unit owners having the right to vote thirty-six (36) or more votes.

Section 7. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 6 of this paragraph, shall constitute a quorum.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy,

may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or of the Declaration of Condominium, or of the Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control.

Section 10. Proxies. A member may appoint any other member or any owner of an interest in any condominium parcel as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting, except where a proxy's appointment is contained in a long term lease recorded in the Public Records of Pinellas County, Florida.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of the minutes of preceding meeting.
- d. Reports of officers.
- e. Report of committees.
- f. Election of officers (if election is to be

held).

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- g. Unfinished business.
- h. New business.

IV.

Administration

Section 1.

a. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be not less than three (3) nor more than nine (9). All directors, except for the initial directors named in the Articles of Incorporation, shall either be members of the Association, persons owning an interest evidenced by recorded instrument or designees of the management company managing the property of the condominium. The Directors shall be elected at the annual meeting of the owners by a majority vote and each Director shall serve for a term of one year or until his successor shall be elected and duly qualified.

b. Removal. Directors may be removed for cause by an affirmative vote of a majority of the owners. No Director, other than the initial Directors named in the Articles of Incorporation, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Condominium Associa-

tion, the Condominium Act, or these Bylaws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

a. All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as above provided.

b. To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

c. To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

d. To determine who shall act as legal counsel for the Association whenever necessary.

e. To determine the depository for the funds of the Association.

f. To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and set the salaries of said personnel.

g. Assess and collect all assessments pursuant to the Condominium Act.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such

duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 2 of this paragraph.

Section 4. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 5. Organization Meeting. The first meeting of the Board of Directors shall be held within ten days after the annual members meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present.

Section 6. Regular Meetings. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors

shall be called by the President and Secretary, in like manner and on like notice, on the written request of at least two directors.

Section 8. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 11. Designation of Officers. The principal officers of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall

be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 12. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 13. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 14. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association.

Section 15. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 16. Secretary. The secretary shall keep

the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 17. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

V.

Assessment and Collection
of Common Expenses

Each unit owner shall share that percentage of the common expenses, and own that percentage of the common surplus, in direct relationship to the percentage of the common elements owned by said unit owner. Assessments for the common expenses, including those required under any Management Contract, including reasonable attorneys' fees and other costs of collecting any assessments, shall be secured by a lien against the condominium parcel against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of the Declaration of Condominium. Said lien shall date back to the date of the Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall

be subordinate and inferior to that of any institutional first mortgage.

VI.

Amendment of Bylaws

The Bylaws of the Association may be modified, amended or revoked, unless specifically prohibited elsewhere herein, at any regular or special meeting of the members of the Association by not less than seventy-five per cent of the votes of the entire membership of the Association, provided that not less than ten days' notice of said meeting has been given to the members of the Association, which notice contained a full statement of the proposed modification, change or revocation.

The foregoing were adopted as the Bylaws of Harbor Oaks Place, Inc., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on October 27, 1972.

HARBOR OAKS PLACE, INC.

By Robert C. Howard
Secretary

MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this 27th day of November, A.D. 1972, by and between HARBOR OAKS MANAGEMENT, INC., a Florida corporation, hereinafter referred to as the "Manager," and HARBOR OAKS PLACE, INC., a corporation not for profit under the Laws of the State of Florida, hereinafter called the "Association."

W I T N E S S E T H :

WHEREAS, Association is a condominium and deems it to be in its best interest to enter into this contract which provides for professional management and maintenance, and

WHEREAS, it is the intention of the Manager to create a community which is efficiently and orderly managed and maintained so that property values can be upheld, and

WHEREAS, it is the purpose of this Agreement to provide for a broad and complete plan of management and maintenance for the condominium property referred to below, and for the purpose of relieving the officers and directors of the Association from certain responsibilities as delegated in this Agreement and in the Declaration of Condominium, hereinafter referred to as "Declaration," and

WHEREAS, the parties hereto desire to enter into this Agreement for the performance of maintenance and management services for Association as hereinafter provided for that condominium property consisting of 70 units described as follows:

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Being the westerly part of Block 10 of J. K. Cass as recorded in Plat Book 10, Page 39 of the Public Records of Pinellas County, Florida, and being described as follows: For a P.O.B. begin at the N.E. corner of said Block 10, thence S 89°53'57" W along its North boundary (same being also the South boundary of Rogers Street), 252.27'; thence S 20°32'54" W, 309.66' to the North boundary of Turner Street; thence N 89°58'31" E along the said North boundary 361.81' to the S.E. corner of said Block 10; thence N 00°10'03" W along the West boundary of Orange Avenue, 290.25' to the P.O.B.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations and the mutual promises herein contained, the parties agree as follows:

I.

Exclusive Right to Manage and Maintain:

The Manager is hereby given the exclusive right to manage and maintain the Condominium property in accordance with this Agreement to the exclusion of all other.

II.

Purpose of this Agreement:

The purpose of entering into this Agreement is to relieve the individual members of the Association from the duties and responsibilities of handling the details of managing the Association, as set forth herein, and from the duties and responsibilities of maintaining the Condominium property, and for the purpose of providing efficient, competent, professional, comprehensive and continuous management for the Condominium property.

III.

Maintenance Provided by Management Contractor:

The Manager shall cause all common areas in HARBOR OAKS PLACE which are available for use at any time by the Members of Association, including walkways, roadways, and recreational areas as provided for hereafter, and the Condominium property to be maintained and repaired due to ordinary wear and tear caused by usage and caused by the elements. Said areas shall be maintained in a first class condition so the high standards of HARBOR OAKS PLACE can be maintained, and so the property values can be upheld. The Manager shall keep the exterior of the Apartment Building, which is a part of the Condominium property, as well as all areas of common use in the Apartment Building painted where said areas are initially painted, and shall furnish the necessary repairs to preserve the exterior appearance of the said building, and to preserve the roof and the areas of common use. The Manager shall also repair plumbing and wiring which serves the Apartment Building and which serves the individual apartments. The Manager shall maintain, care and fertilize the lawn, gardens, trees and shrubbery located on the Condominium property and on the other areas of common use. The Manager shall conduct a program of periodic and continuous maintenance to fulfill the requirements of this Agreement, and it is understood that the Manager has the exclusive right to make the decisions when any maintenance, repair, or lawn or shrubbery care needs to be or is performed. The Manager shall not be responsible for any damages caused by any Act of God, which shall include but shall not be limited to wind, flooding, hurricane, frost, or freezing,

nor shall the Manager be responsible for any repair to the apartments, or the repair of any appliances, plumbing, wiring, or any ducts located therein, or any heating or air-conditioning equipment serving any other individual apartments.

IV.

Water Supply:

The Manager agrees to provide water to each of the apartments located on the aforementioned Condominium property and to provide sufficient water to keep all shrubbery, grass and other vegetation located on the Condominium property and the areas of common use adequately watered.

V.

Sewer:

The Manager agrees to pay for the sewer service fee charged by the governing municipality to each of the respective apartments as they may exist from time to time, and agrees to pay for any sewer service fee charged to the recreational areas.

VI.

Electricity:

The Manager shall provide adequate lighting of the hallways and other portions of the common elements as indicated on the plans and specifications which are made a part of the Declaration, and shall pay for the electricity used in the day to day operation of other areas of common use.

VII.

Garbage & Trash Collection:

The Manager shall pay for the garbage and trash collection which is provided by the governing municipality, for each apartment and shall furnish garbage containers in central

locations for the use of all apartment owners.

VIII.

Insurance for Condominium Property:

The Manager shall provide and carry and pay for public liability insurance for a minimum coverage of \$100,000 for injuries to one person, and \$300,000 for injuries to more than one person in one occurrence, and \$25,000 for property damage, and insurance covering fire and extended coverage on the apartment building to be located on the Condominium property above described. It is specifically understood by all parties hereto, that insurance covering fire and extended coverage on the apartment building on the Condominium property shall cover only the apartment building and that said insurance shall not cover the refrigerator, ranges, air conditioners or the personal effects or personal property of the apartment owner. The Manager shall purchase the insurance as required of the Association under the Declaration. The Manager shall pay any One Hundred Dollar (\$100.00) deductible amounts not provided under the insurance.

IX.

Additional Miscellaneous Responsibilities:

In addition to the above general responsibilities, the Manager shall specifically perform the following:

1. Furnish sewer service for apartment.
2. Furnish reasonable water for apartment.
3. Provide garbage service for apartment.
4. Provide electricity and bulbs for common area lights.
5. Paint walkways as needed due to normal wear and tear.
6. Trim trees as needed.
7. Rake leaves.
8. Remove leaves and tree cuttings.
9. Clean parking areas.
10. Repaint parking guide lines as needed.
11. Furnish electricity for elevator.
12. Have regular inspections made to elevators as required by law.
13. Mow grass in common areas.

14. Edge grass in common areas.
15. Fertilize grass in common areas.
16. Paint all outside areas of building originally painted as needed due to normal wear and tear.
17. Trim shrubbery.
18. Remove and dispose of shrubbery cuttings.
19. Fertilize shrubbery.
20. Clean laundry areas.
21. Furnish electricity for laundry areas.
22. Replace light bulbs in laundry area.
23. Furnish coin operated wash machines.
24. Furnish coin operated dryers.
25. Paint laundry areas as needed due to normal wear and tear.
26. Furnish water for laundry areas.
27. Provide sewer service for laundry areas.
28. Clean common rest rooms.
29. Provide sewer service for common rest rooms.
30. Paint common rest rooms as needed due to normal wear and tear.
31. Furnish electricity for common rest rooms.
32. Furnish water for common rest rooms.
33. Maintain outside driveways.
34. Maintain outside parking areas.
35. Furnish 20 year bond for roof.
36. Clean garbage and trash areas.
37. Provide removal from garbage and trash areas.
38. Clean sidewalks.
39. Maintain sidewalks.
40. Provide electricity for central TV antenna.
41. Provide electricity for outside lights as shown on plans.
42. Replace bulbs in outside lights.
43. Provide fire, liability and extended insurance coverage on the apartment building.
44. Properly maintain all recreational areas and facilities.
45. Clean lobby.
46. Clean screen porch area.
47. Clean storage area.
48. Clean and maintain sauna room.

In addition to the above, the Manager may perform any item of repair or maintenance not specifically mentioned herein which it deems to be in the best interest for the members of Association and for the other residents in HARBOR OAKS PLACE.

X.

Responsibility for Glass:

Nothing in this contract shall be construed as imposing an obligation on the Manager to be responsible for any

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glass breakage in the Condominium property, nor shall it be required to maintain the screens or clean the windows in the apartment building located thereon.

XI.

Vending Machines:

The Manager shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and dryers on the premises in the places provided therefor in the Condominium property and all income from said machines shall belong to the Manager, and any expenses in connection with said operations shall be paid by the Manager, and all charges for the use of said equipment shall be reasonable and in accordance with the average rates and charges for similar services.

XII.

Dealing with Association and its Members:

The Manager will maintain businesslike relations with members of Association and with officers of Association, and will handle complaints which may be received from time to time and shall exercise its best efforts to remedy problems if they exist from time to time within the development.

XIII.

Common Expenses and Lien for Nonpayment:

All payments due hereunder by each member of Association shall be due on the first of each month and shall be in default if not paid by the tenth (10th) of each month. In the event the required amount is not paid by the member pursuant to this contract, then a lien shall result upon the respective apartment of the delinquent member, and said lien may be foreclosed in equity in the same manner

as provided for the foreclosure of the mortgage upon real property, and said charges when established shall constitute a special assessment lien which may be enforceable by the Manager against the apartment member in the same manner as is provided for the enforcement of assessment liens for local improvements under the laws of Florida, and as the same may be amended from time to time. The remedy of the Manager shall be optional on its part and nonexclusive. Said lien shall be established by filing a claim of lien by the Manager upon the Public Records of Pinellas County, Florida, after the expiration of fourteen (14) days after making demand by certified mail, upon the last known address of the member. In addition to those rights set forth hereinabove, the Manager shall be entitled to reimbursement of all costs incurred in collecting the amounts due it under this Agreement, including a reasonable attorneys' fee, and these amounts shall be secured by the lien aforesaid mentioned. Any lien recorded hereunder shall date back to the date of the recording of the Declaration and shall be deemed to be prior to and superior to the creation of any homestead status for any apartment and to any subsequent lien or encumbrance, except that the lien referred to herein shall be subordinate to and inferior to that of an institutional first mortgage. Association specifically delegates to the Manager the right for any lien hereunder to be filed in the name of the Association and if Association's name is used for the filing of a lien pursuant to this paragraph, then any benefit obtained pursuant to the filing of said lien shall pass to the Manager and shall not pass to the Association. Said lien may at

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the option of the Manager be filed in its own name.

XIV.

Fees and Records to be Maintained:

Association shall pay to Manager monthly the sum of \$6,245. This sum is agreed to be apportioned among the apartment owners as follows:

<u>Apartment No.</u>	<u>Amount Per Month</u>
201	\$90
202	90
203	90
204	90
205	90
206	85
207	85
208	90
301	90
302	90
303	90
304	90
305	90
306	85
307	85
308	90
401	90
402	90
403	90
404	90
405	90
406	85
407	85
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805	90
806	85
807	85
808	90
901	90
902	90
903	90
904	90
905	90
906	85
907	85
908	90
1001	95
1002	95
1003	95
1004	95
1005	90
1006	95

The Manager shall collect all sums owed by a member as a portion of his common expense including the member's portion of the fee due hereunder, and the Manager shall maintain a comprehensive system of office records and accounts of each member of the Association showing the amounts paid to date by each member. These records shall be subject to examination by the member at any time. The Manager shall bond its employees since its employees shall be handling funds paid by members as the member's share of the common expenses hereunder.

The Manager shall work with and assist the officers and the Board of Directors of Association in the making and collecting of special assessments, if assessments are made by the Board of Directors from time to time, and shall keep records showing payments made thereunder, and shall keep such other records as may be necessary from time to time pertaining to the financial affairs of the Association.

XV.

Transfer of Apartment Ownership:

In connection with the transfer of ownership or leasing

of the respective apartments, certain procedures must be followed as set forth in paragraph XVIII of the Declaration. The Association hereby delegates to the Manager the authority and responsibility of handling the details of making the approvals required under the aforementioned section, and the Manager accepts said responsibility. This responsibility is delegated to the Manager due to the fact that the Association deems it to be in its best interest for the Manager to handle said matters. The Manager agrees to handle said details in an efficient and systematic manner. The Manager reserves the right with regard to these matters to call a Board of Directors meeting of Association to receive special instructions concerning these matters, and to get the approval of the Board of Directors, if the Manager deems it necessary to do so. The Board of Directors of the Association also reserves the right to withdraw the delegation of authority contained in this paragraph or to put such reasonable restrictions and limitations upon its exercise as it may determine. The Manager shall be entitled to a reasonable fee for each sale or transfer it processes or approves, and shall provide the necessary forms for said approvals to be made.

XVI.

Assistance to Association:

The Manager shall assist the officers of the Association in the handling of board meetings and annual Association member meetings as said meetings may be held from time to time if requested to do so. The Manager shall have the responsibility of keeping all the original documents executed by the Association, and the responsibility of

keeping the minute books for the Association. Said minute book shall be available for regular corporate use by the officers and directors of Association as said book may be needed from time to time.

XVII.

Terms of Agreement:

The provisions of this contract shall remain in effect for a period of twenty-five years from the date hereof. This contract may be terminated by either the Association or the Manager at any time by the mutual consent of the said parties. The covenants herein contained shall be construed and considered by the parties hereto as covenants, restrictions, reservations and servitudes running with the land and the same shall bind all persons claiming ownership or use of any portion of the Condominium property at any time after the filing of the Declaration during the term of this contract or any extension thereof.

XVIII.

Escalation Clause:

It is understood and agreed that the costs and expenses incurred by the Manager in furnishing services hereunder may be subject to fluctuation and therefore said management fee shall be adjusted as provided in this paragraph. Beginning January 1, 1974, and at the beginning of each calendar year thereafter during the term of this Agreement, the payments to be made to the Manager hereunder shall be increased or decreased, as the case may be, on the basis of the cost-of-living average for the period from January 1 to December 31 of the preceding year, as reflected by the "Wholesale Price Index, All Commodities of the U.S.

Department of Labor's Bureau Statistics." The year 1973 shall be the base year and equal one hundred per cent (100%). If said index shall no longer be published, then another index generally recognized as authoritative shall be substituted by agreement, and if the parties should not agree, such substituted index shall be selected by the then presiding Judge of the Circuit Court of the State of Florida in and for the County of Pinellas, upon the application of either party. In any event the base used by any index, or as revised on the existing index, shall be reconciled to the year 1973 to be used as one hundred per cent (100%). It is expressly, specifically understood, covenanted and agreed between the parties hereto that, notwithstanding the above, the management fees to be paid hereunder shall never be less than those originally provided in paragraph XIV above.

XIX.

Liability of Manager:

The Manager shall not, under any circumstances, be liable under or by reason of this Agreement, either directly or indirectly, for any accident, injury, breakage or damage of any machinery or appliances not attributable to the action or inaction of the Manager or of any of its employees, agents or servants; nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing materials or failure to perform its duties as hereinabove provided when such is caused by fire, flood, strike, acts of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond the control of the Manager or of any of its employees, agents or servants.

XX.

Arbitration:

Any disputes arising hereunder shall be settled by arbitration pursuant to the Florida Arbitration Code.

XXI.

No Responsibility for Replacement:

Even though the Manager has contracted to maintain and repair certain items as set forth in this Agreement, the Manager does not assume nor contract to replace any of the streets, sidewalks, parking lots, sewer pipes, elevators, water pipes, light poles, underground wiring, or any building of any type situated in the development known as HARBOR OAKS PLACE, if said items are destroyed due to any reason whatsoever, or if said items need to be replaced due to obsolescence. This should not be construed as releasing the Manager for liability to any of the aforesaid items which result due to its negligence.

XXII.

Emergency Repair:

In the event of an emergency in which damage is done or being threatened to the Condominium property, the Manager shall have authority to act for the Association in meeting such emergency. Said emergencies may include, without limitation, fires, tornadoes, wars, hurricanes, or other acts which require immediate action. Any costs incurred by the Manager pursuant to this paragraph shall be paid for by the Association if not covered by insurance.

XXIII.

Effect of Termination of Condominium:

In the event the Condominium should be terminated as a Condominium as provided for in the Declaration, then

said termination shall not affect the right of the Manager to manage and maintain the Condominium property and the remaining owners of the Condominium property shall be responsible for the payment of maintenance and management fees the same as if said Condominium were not terminated.

XXIV.

Miscellaneous Provisions:

A. This Agreement shall constitute the entire Agreement between the contracting parties, and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

B. Invalidation of any portion of this contract or any provision contained herein shall in no wise affect any other provision which shall remain in full force and effect.

C. This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. This Agreement is freely assignable by the Manager and cannot be assigned by Association without written consent of the Manager.

IN WITNESS WHEREOF, the Manager and the Association have caused these presents to be executed and their corporate seal to be affixed thereto by their properly authorized officers, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Nancy G. Watson
Charles G. Olsen
Carole G. Olsen
Nancy G. Watson

HARBOR OAKS MANAGEMENT, INC.

BY [Signature]

Attest: [Signature]

HARBOR OAKS PLACE, INC.

BY [Signature]

Attest: [Signature]

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Victor N. Kirby and Margaret E. Kirby, Vice President and Secretary respectively of HARBOR OAKS MANAGEMENT, INC., a corporation under the laws of Florida, to me known to be the persons described in and who executed the foregoing Management Agreement and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 27th day of November, A.D. 19 72.

James B. Dalton
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES M-R, 27 1974
BONDED THRU FRED W. DISTELHORST

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared Jo Ann C. East and Dorothy C. Hayward, President and Secretary respectively of HARBOR OAKS PLACE, INC., a corporation under the laws of Florida, to me known to be the persons described in and who executed the foregoing Management Agreement and they acknowledged then and there before me that they executed the same as such officers for the purposes therein expressed; and that they affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

WITNESS my hand and official seal this 27th day of November, A.D. 19 72.

Mary B. Donald
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 29, 1973
BONDED THRU FRED W. DISTELHORST

Bylaws
Harbor Oaks Place Inc.

**BYLAWS
OF
HARBOR OAKS PLACE, INC.**

**A corporation not for profit
under the Laws of the State of Florida**

I.

Identity

Section 1. These are the Bylaws of Harbor Oaks Place, Inc., called Association by these Bylaws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 20, A.D. 1972. The Association has been organized for the purpose of administering Harbor Oaks Place, a condominium, pursuant to Chapter 711, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name Harbor Oaks Place and is located upon the lands described in the Declaration of Condominium.

Section 2. The office of the Association shall be at 30 Turner Street, Clearwater, Florida 33516.

Section 3. The Association shall operate upon the calendar year beginning on the 1st day of January and ending on the 31st day of December of each year. The Board of Directors is expressly authorized to change from a calendar year basis to a fiscal year basis whenever deemed expedient and for the best interests of the Association.

Exhibit "C"

Section 4. The seal of the Association shall bear the name of the Association, the word "Florida," and the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

II.

Definitions

Section 1. All words, phrases, names and terms used in these Bylaws, the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, and Exhibit "A" attached to said Declaration shall have the same meaning and be used and defined the same as they are in the Condominium Act unless the context of said instruments otherwise requires.

III.

The Association

Section 1. Members. The owners of the condominium parcels shall be the members of this Association.

a. Any legal entity capable of ownership of real property under the Laws of Florida shall be eligible for membership.

b. Any legal entity, upon acquiring title to a condominium parcel, shall thereby become a member of the Association; and upon the conveyance or transfer of said ownership, said owner's membership in the Association shall automatically cease.

Section 2. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association, or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on January 15, 1974. Thereafter the annual meetings of the Association shall be held on the third Wednesday of January of each succeeding year. At the annual meeting the members may transact such business of the Association as may properly come before them. The time of all meetings shall be set by the directors and the directors by majority vote may change the date of the annual meeting.

Section 4. Special Meetings. Special meetings of the members may be called by the President and shall be called by the President or Secretary at the request in writing of five (5) members. Such requests shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address, at least ten, but not more than twenty, days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Majority of Owners. As used in these Bylaws, the term "majority of owners" shall mean unit owners having the right to vote thirty-six (36) or more votes.

Section 7. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a "majority of owners" as defined in Section 6 of this paragraph, shall constitute a quorum.

Section 8. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting to a time not later than ten (10) days from the time the original meeting was called, and hold the meeting adjourned, without additional notice, provided that a quorum can be obtained for such meeting.

Section 9. Voting. At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote as set forth in the Declaration. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute, or of the Declaration of Condominium, or of the Articles of Incorporation, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. In the case of any apartment owned by the Association, Harbor Oaks Place, Inc., voting rights will be exercised only in the case of a tie or in cases where the vote would be decisive, said vote to be cast in accord with a majority vote of members of the Board of Directors present and voting.

Section 10. Proxies. A member may appoint any other member or any owner of an interest in any condominium parcel as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting, except where a proxy's

appointment is contained in a long term lease recorded in the Public Records of Pinellas County, Florida. No person may vote more than three (3) proxies where the decision how the vote is to be cast is made by the proxy holder but the Secretary may vote any number of proxies where the Association member giving the proxy specifically instructs the way the vote is to be cast. A proxy submitted to a Director will be voted "For" on the questions submitted unless you indicate otherwise.

Section 11. Order of Business. The order of business at all annual or special meetings of the members shall be as follows:

- a. Roll Call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of the minutes of preceding meeting.
- d. Reports of officers.
- e. Report of committees.
- f. Election of officers (if election is to be held).
- g. Unfinished business.
- h. New business.

IV.

Administration

Section 1.

a. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The number of directors which shall constitute the Board shall be not less than three (3) nor more than nine (9). All directors, except for the initial directors named in the Articles of Incorporation, shall either be members of the Association, persons owning an interest evidenced by recorded instrument or designees of the management company managing the property of the condominium. The Directors shall be elected at the annual meeting of the owners by a majority vote and each

Director shall serve for a term of one year or until his successor shall be elected and duly qualified. Vacancies of the Board of Directors occurring between Annual Meeting of the Association may remain vacant or be filled by election of a replacement or replacements by the Board of Directors at a meeting of the Board of Directors call for that purpose or at a Special Meeting of the Association called for that purpose in accordance with Paragraph III, Section 4 of these Bylaws.

b. Removal. Directors may be removed for cause by an affirmative vote of a majority of the owners. No Director, other than the initial Directors named in the Articles of Incorporation, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Condominium Association, the Condominium Act, or these Bylaws directed to be exercised and done by the members or officers. The powers of the Board shall include, but not be limited to, the following:

a. All powers and duties of the Condominium as set forth in the Condominium Act and in the Articles of Incorporation of the Association, except as limited as above provided.

b. To prepare and adopt an annual operating budget, which budget shall be sufficient in amount to pay for all necessary expenses and expenditures to be

shared in common by the respective owners of units, and including a reasonable reserve for repairs, upkeep and replacement of the common elements and for contingencies.

c. To prepare a detailed report of the acts, accounts, and statements of income and expense for the previous year, and present same at the annual meeting of members.

d. To determine who shall act as legal counsel for the Association whenever necessary.

e. To determine the depository for the funds of the Association.

f. To acquire the necessary personnel needed for the maintenance, care, and upkeep of the common elements, and set the salaries of said personnel.

g. Assess and collect all assessments pursuant to the Condominium Act.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties, services and powers as the Board shall authorize, including, but not limited to, the duties, services and powers listed in Section 2 of this paragraph.

Section 4. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 5. Organization Meeting. The first meeting of the Board of Directors shall be held within ten days after the annual members meeting, at such place as shall be fixed by the Board and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing all of the Board of Directors shall be present.

Section 6. Regular Meetings. Regular meetings of the directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President and Secretary, in like manner and on like notice, on the written request of at least two directors.

Section 8. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and

place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 11. Designation of Officers. The principal officers of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary.

Section 12. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board, and shall hold office at the pleasure of the Board.

Section 13. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 14. President. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association.

Section 15. Vice President. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 16. Secretary. The secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary.

Section 17. Treasurer. The treasurer shall have responsibility for Association funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name,

and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

V.

Assessment and Collection
of Common Expenses

Each unit owner shall share that percentage of the common expenses, and own that percentage of the common surplus, in direct relationship to the percentage of the common elements owned by said unit owner. Assessments for the common expenses, including those required under any Management Contract, including reasonable attorneys' fees and other costs of collecting any assessments, shall be secured by a lien against the condominium parcel against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of the Declaration of Condominium. Said lien shall date back to the date of the Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional first mortgage.

VI.

Amendment of Bylaws

The Bylaws of the Association may be modified, amended or revoked, unless specifically prohibited elsewhere herein, at any regular or special meeting of the members of the Association by not less than seventy-five per cent of the votes of the entire membership of the Association, provided that not less than ten days' notice of said

meeting has been given to the members of the Association, which notice contained a full statement of the proposed modification, change or revocation.

The foregoing were adopted as the Bylaws of Harbor Oaks Place, Inc., a corporation not for profit under the Laws of the State of Florida, at the first meeting of the Board of Directors on October 27, 1972.

HARBOR OAKS PLACE, INC.

By _____

Secretary