

Prepared by and Return To:  
Greenberg Nikoloff, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, Florida 34698

KEN BURKE, CLERK OF COURT  
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CERTIFICATE OF AMENDMENT  
TO  
AMENDED AND RESTATED RESTRICTIONS  
OF  
TAHITIAN PLACE  
PLANNED RESIDENTIAL DEVELOPMENT

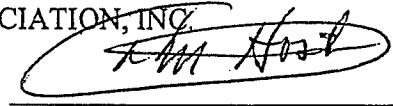
NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 4, 2023, by the affirmative vote of sixty percent (60%) of the owners within Tahitian Place at a meeting duly called for such purpose, the Amended and Restated Restrictions of Tahitian Place, as originally recorded in O.R. Book 20117, Page 1203, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Amended and Restated Restrictions are hereby amended to include the "Rules and Regulations of Tahitian Place Home Owners' Association, Inc." attached hereto and incorporated herein."

IN WITNESS WHEREOF, TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 31<sup>st</sup> day of April, 2023.


TAHITIAN PLACE HOME OWNERS  
ASSOCIATION, INC.

By:

  
John Host, as President  
Printed Name

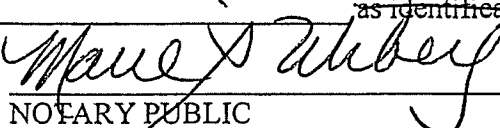
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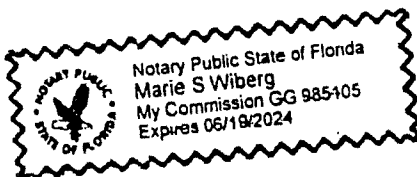
ATTEST

  
Patricia A. Givens as Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31<sup>st</sup> day of April, 2023, by John Host, as President and Patricia A. Givens, as Secretary, of TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC. and are personally known to me or have produced \_\_\_\_\_ as identification.

  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



## RULES AND REGULATIONS

TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

**ALL RULES AND REGULATIONS MUST BE POSTED IN ALL UNITS.**

- Rule 1. Designated Single-Family Community and Home Owners' Association
- Rule 2. Additions and Replacement of Additions to Unit Property
- Rule 3. Noise and Disturbances
- Rule 4. Maintenance of Unit Property
- Rule 5. Landscaping of Unit Property
- Rule 6. Personal Property Storage and Usage on Unit Property
- Rule 7. Occupancy of Unit
- Rule 8. Pets
- Rule 9. Garbage Disposal
- Rule 10. Maintenance of Unit Exteriors
- Rule 11. Notices
- Rule 12. Parking and Vehicles Permitted on Unit Property
- Rule 13. Leasing and Purchasing of Unit Property
- Rule 14. Fining Authority
- Rule 15. Designated Smoking Area

RULES AND REGULATIONS FOR  
TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.,  
EFFECTIVE JANUARY 1, 2023

The following Rules and Regulations have been adopted by the Tahitian Place Home Owners' Association, Inc., to assure residents that the Unit Property will be used in a manner providing the greatest benefit and enjoyment for all persons and defined in part as the responsibility:

OWNERS

- Building Exterior – Including Gutters and Downspouts
- Porches and Patios
- Grounds Surrounding a Unit
  - Landscaping
  - Removal of dying or dead hedges and plantings
- Exterior Wall of Unit to Inside Individual Firewall
- Front Light Post

ASSOCIATION

- Water
- Sewer
- Garbage
- Common Areas and Common Area Trees
- Lawn Mowing
- Shrub Trimming (two times per year)

These Rules and Regulations are required to be observed by all residents, be they owners, renters, or guests, and provisions for their strict enforcement are established in the Declaration of Covenants and under the Laws of the State of Florida.

Rule 1. **Designated Single-Family Community and Home Owners' Association**

Tahitian Place Home Owners' Association, Inc. (hereinafter referred to as the Association) is a single-family community. The Association Documents: By-Laws, Declaration of Covenant and these Rules and Regulations in this regard must be strictly adhered to by all residents and guests. All residents and guests are required to abide by the Rules and Regulations and all Occupants are required from time-to-time to update the occupancy information. Additionally, all residents and guests are required to understand the Rules that will demonstrate the intent of the Association to be a single-family community.

Rule 2. **Additions and Replacement of Additions to Unit Property**

- A. Written approval is required before any construction is begun. This approval must be given to the Property Management Company on behalf of the Board of Directors in order for the Unit Owner to proceed. Documentation that must be submitted by the Unit Owner before written approval will be granted is as follows:
1. Association Approval Exterior Modification Form (EMF) see Attached Exhibit "A" completed and submitted to the Property Management Company.
  2. A copy of the contractor's proposal.
  3. A copy of the contractor's permit along with Workmen's Compensation and Liability Insurance, with Unit Owner named as the Additionally Insured, and such document must be submitted to the Board of Directors through the Property Management Company.
- B. Additions or replacement additions must comply with the restrictions listed in this Rule by type. (These restrictions are effective from the date of these Rules and Regulations and do not affect prior installations.) <sup>1/1/23</sup> The Board of Directors and Property Management Company will ensure that these changes comply with the Rules and Regulations of the Association.
1. Exterior surface coverings (front porches and rear patio slabs that are not enclosed):
    - a. Concrete – Stain/paint color (must be slip resistant): Dark green or concrete color.
    - b. Outdoor Carpet (must be glued down) – Dark green or beige or concrete color
  2. Gutters on Buildings
    - a. Material – Aluminum
    - b. Color – Dark Brown
    - c. Size – To be determined prior to installation (preferably 5" or 6").

Exterior Modification, Addition or Alteration Application-

Tahitian Place Home Owners' Association, Inc.

The function of this approval process is to help us all maintain the integrity and value of our property.

This application for exterior changes must be approved by the Board prior to ANY changes or additions to the exterior of Tahitian Place. The exterior is defined as all common areas and all limited common areas. Examples of the exterior - any surface change, i.e. windows, exterior doors, pavers, or gutters. This includes anything that will be painted, placed, hung and/or attached to the exterior of a wall or ceiling. Any changes or additions that are visible from outside your villa will need the approval of the Board of Directors. If you require more room, please utilize the back of this paper.

Applicants Name \_\_\_\_\_ Date Submitted \_\_\_\_\_

Address \_\_\_\_\_ Telephone Number \_\_\_\_\_

Description of Modification Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please be as specific as possible regarding any plans for exterior additions or changes you may have. Include photos where appropriate. The property manager and/or Board of Directors may require additional information as deemed necessary for reasonable review of the submitted modification request. Once we receive all necessary information, the board will strive to communicate the decision within 7 days.

By signing below, the applicant guarantees that, if the project is approved, all work will be performed in a safe, professional and workmanlike manner, and comply with applicable codes, laws and regulations. Applicant will indemnify Tahitian Place against any loss, personal injury or damage caused by a breach of this guarantee. All work associated with the change is the sole responsibility of the Owner.

Signature of Applicant: \_\_\_\_\_

PLEASE SUBMIT THIS FORM ALONG WITH YOUR INFORMATION TO:

PREMIER PROPERTIES OF PINELLAS, INC., PO BOX 1004, DUNEDIN, FLORIDA 34698

FAX: 727-738-0107 OR E-MAIL TO MSWIBERG@YAHOO.COM

Thank you very much for your patience and understanding regarding our efforts to

Maintain Tahitian Place as a beautiful and valuable community.

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Expires: \_\_\_\_\_

3. Rear patio enclosures may be screen or glass enclosed. White, beige or brown blinds should be installed at all screened walls if the rear patio or lanai is utilized as a storage area or laundry area.
  - a. Material – Wood or Aluminum
  - b. Color – All exterior aluminum to be dark bronze. Wood replacement is to be the same color as trim.
  - c. Screening – Charcoal (appears to be bronze)
  - d. Style – One (1) outside door is required. The design must be consistent with the community.
  - e. Height – Not to exceed eave line of the building.
4. Rear patio roof covers (see patio enclosures Rule 1, B, 3a, b, d, and e above)
5. Screened Doors (front porches)
  - a. Material – Aluminum
  - b. Color – Bronze  
Screening is charcoal (appears to be bronze)
6. Glass Window Replacements – Frame color to be brown or dark bronze for front, side and rear windows and are to conform to current window style.
7. Hurricane or storm shutters/panels:
  - a. Design and installation of permanent storm shutters/panels on sliding glass doors and windows must first have approval of the Board of Directors or Property Management Company.
  - b. Temporary storm shutters/panels may be put up only when there is a hurricane watch/warning and removed within 72 hours (no longer) after such hurricane watch/warning has been lifted. These storm shutters/panels cannot be left up permanently.
8. Carports:
  - a. Material – Aluminum

- b. Color – Bronze or brown

**Rule 3. Noise and Disturbances**

Noise levels must be kept within acceptable standards at all times. During the hours of 10:00 p.m. to 8:00 a.m., conversation levels and volume levels of electronic equipment and musical instruments must be kept so that the same cannot be heard outside the Unit. All workers must end their work day by 6:00 p.m., except in the case of an emergency or special circumstance.

Loud discussions and use of foul language is prohibited. No loud noises such as car stereos, televisions, loud music, or loud parties, etc., at any time. No alcoholic beverages are to be consumed within the common areas of the community.

This is a small community, please observe the ten (10) mile per hour speed limit.

**Rule 4. Maintenance of Unit Property**

Unit Owners or Occupants are reminded the surrounding property around the grounds (See Attached Exhibit "A") and outside of each Unit are their maintenance responsibility to keep it clear from clutter at all times. Unit Owners or Occupants shall not store, or otherwise leave, their personal property lying about these grounds.

A. No Unit Owner or Occupant shall service, care for or maintain the Unit Property except:

1. As provided in the Declaration of Covenant and Restrictions and these Rules and Regulations of the Association.
2. As directed, permitted, or supervised by the Board of Directors through the Property Management Company.
3. Any contractor for outside work must be licensed and insured and have the approval of the Board of Directors or Property Management Company prior to the start of any work.
4. If a City of Dunedin building permit is required for any work, a copy of the permit and the contractor's certificate of insurance must be provided to the Board of Directors through the Property Management Company and the permit must be posted at the Unit.

5. Exceptions to the above must be approved by the Board of Directors through the Property Management Company.

6. No wash or wash lines are to be visible from the street or the lanai or screened porch unless enclosed with white, beige or brown blinds.

7. No litter of any kind anywhere.

8. Watering with a hose and water usage should be kept to a minimum, please do not waste water.

a. The end of the hose must have a spray nozzle to control the waterflow and eliminate unnecessary water use.

b. An owner may wash their vehicle, however, car washing is limited to 15 (fifteen) minutes per wash.

B. Maintenance or service request:

1. Should a Unit Owner or Occupant have a request for routine service, care or maintenance of the Unit Property, it shall be made, in writing, to the Property Management Company containing the specific nature of the problem or the work to be done.

C. Insurance

1. All Unit Owners must provide a Certificate of Insurance to the Property Management Company as proof a homeowners' insurance policy is in effect (HO-3). For a rental unit a DP-3 policy is necessary.

D. Other

1. No garage sales or selling items out of the house or vending at any time.

2. No working on vehicles at any time.

3. Vehicles that leak oil or other fluids are prohibited from the community.

4. The sewage disposal lines are shared between various properties. In the event of a sewage line clog, the following percentages shall be utilized to share in the expense to clear the blockage See Attached "Exhibit A".

- Units 1-2-3-4-5-6: One-sixth (1/6) of total blockage bill shall be shared
- Units 7-8-9-10-11-12: One-sixth (1/6) of total blockage bill shall be shared
- Units 13-14-15-16-17-18-19-20: One-eighth (1/8) of total blockage bill shall be shared.
- Units 21-22-39: One third (1/3) of total blockage bill shall be shared.
- Units 23-24-25-26-27-28-29-30: One-eighth (1/8) of total blockage bill shall be shared.
- Units 31-32-33-34-35-36-37-38: One-eighth (1/8) of total blockage bill shall be shared.

E. The following square footages (on a total percentage basis) shall apply for the shared exterior replacement on the outside of all units:

Units 1-3-5-7-9-12-13-16-18	681 sq. ft.
Units 2-4-6-8-10-11-14-15-17	495 sq. ft.
Units 25-29-32	692 sq. ft.
Units 26-30-31	585 sq. ft.
Units 21-24-28	694 sq. ft.
Units 22-23-27	595 sq. ft.
Units 20-33-36-37	592 sq. ft.
Units 19-34-35-38	708 sq. ft.
Unit 39	576 sq. ft.

#### Rule 5. Landscaping of Unit Property

Upon written approval of the Board of Directors through the Property Management Company, Unit Owners or Occupants may make additional plantings within the landscaped property surrounding their Unit, subject to the following restrictions and conditions:

- A. Plantings:  
Permitted – Annuals or perennials

1. Not permitted – Trees, fruit trees, no artificial trees or artificial plants in the landscaped area.

2. Mulch Permitted – pine needles, shell, stone

3. Mulch Not Permitted – cypress mulch, pine tree bark

B. Planting and Potted Plant Location:

1. Permitted – Planted areas or within the Unit Owner's front porch or back patio.

2. Not permitted – Grass is not to be removed to create a plant bed. No planter boxes are to be attached to a unit's exterior walls.

3. No planting permitted on common grounds.

4. The maximum allowable number of potted plants on any unit can move no more than six (6) pots. These potted plants are permitted in the existing landscaped areas only.

C. Cost of Plantings:

1. This cost is the responsibility of the Unit Owner or Occupant and such costs will not be given consideration as part of the Association's on-going landscape maintenance.

D. Maintenance:

1. It is the Unit Owner's or Occupant's responsibility. Should the plantings not be maintained in an acceptable manner or cause damage to the building, the Association reserves the right to notice the Unit Owner first, then remove the plantings at its discretion and charge the Unit Owner for such costs.

E. Damage to Plantings:

1. It is not the responsibility of the Association if damage is caused by the lack of care by the Unit Owner or Occupant.

F. Exterior Holiday Decorations:

Decorations are permitted but may not be displayed or hung from any exterior walls, landscaped area, porches, walkways or side or

back yards. Holiday decorations must be removed seven (7) days after the holiday.

Rule 6. **Personal Property Storage and Usage on Unit Property**

Porches, open porches, rear patios and courtyards shall not be used for the long-term storage of personal property or for hanging or cleaning garments or other household items. No drying of laundry will be permitted outside of the Units or in the courtyards or patio areas. Rear patio areas, whether enclosed or not, must be kept in a clean and neat appearance at all times.

Rule 7. **Occupancy of Unit**

Occupancy Requirements:

- A. No business of any kind may be conducted in or from the residence.
- B. Visitors may stay for a duration of no longer than 21 (twenty-one) consecutive days during a six (6) month period.
- C. Any child while visiting any Owner or Occupant and using the common areas and park facilities must be accompanied by an adult at all times.

Rule 8. **Pets**

- A. In accordance with the Declaration of Covenants and Amendments, pets are restricted as follows:
  - 1. A Pet is permitted only with Board approval.
  - 2. A Pet that is permitted must be less than 25 pounds and is to be kept only on the limited area specific to the Unit Property or within the Unit by the Owners or Occupants.
  - 3. The number of pet that may be permitted per Unit is limited to one (1). A guest's pet is permitted only with the approval of the Board of Directors through the Property Management Company and are bound by these same rules. A guest's pet may only stay as long as a guest is permitted to stay.
  - 4. In the State of Florida, it is required by law that each dog, cat, and ferret over the age of four (4) months receives a rabies

vaccination. Proof that an Owner's pet has received a rabies vaccination must be submitted to the Property Management Company.

5. In Pinellas County, it is also required that you obtain a license for your pet. Proof that an Owner's pet has an up-to-date license for their pet must be submitted to the Property Management Company.
6. No feeding of any wild animals and bird feeders are not permitted on any property.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot other than such animals may be considered household pets and kept upon such lot. There shall be a limit of one dog or one cat per dwelling and shall be of a size that the weight shall not exceed twenty-five (25) pounds. Any pet owner shall strictly observe the City of Dunedin leash lawn, County of Pinellas, and State of Florida general law. All pets must be strictly controlled at all times and not become a nuisance, or by constantly barking, annoying other residents. No animal waste shall be permitted on the common elements, or individual unit owners' property, nor shall waste be allowed to remain on individual lots.
8. According to Pinellas County Code, Chapter 14 – Animals: Section 14-30, 4: Public Nuisance Animals – "Placing food or garbage, allowing the placement of food or garbage, or offering food or garbage in such a manner that it attracts cats, dogs, raccoons, coyotes or other wildlife and thereby creates a public nuisance."
9. According to Pinellas County Code, Chapter 14 – Animals: Section 14-62 (a): Dogs or cats at large: "No dog or cat shall run at large within the county, as defined under this article. Any person who possesses, harbors, keeps, or has control or custody of any dog or cat which is running at large shall be in violation of this article, regardless of the knowledge, intent, or culpability of the owner."

A. Subject to Dunedin's City Code, which shall take precedence, garbage and trash disposal is as follows:

1. Garbage containers:

- a. The Association provides a garbage dumpster at the entrance of the community. Please bag all garbage and place in the dumpster.
- b. Do not throw fat or grease down drain lines. Fat or grease is to be disposed of properly.
- c. Garbage days are Monday, Wednesday and Friday of each week.
- d. The disposal of large items that do not fit into the dumpster is allowed by contacting the Property Management Company to make special arrangements with the City of Dunedin for proper disposal. The additional dump fee will be passed on to the Unit Owner or Occupant for reimbursement of the disposal fee.
- e. All boxes must be broken down and flattened out prior to disposal in dumpster.
- f. There is absolutely no dumping around the dumpster. Special collection of a large item is available by FIRST calling the property management office and paying the special pick-up fee. The item may be placed on the right (north) side of the dumpster late Tuesday evening or early Wednesday morning. The special pick-up has a bulk collection fee paid to the Association through the property management company.

Rule 10. **Maintenance of Unit Exteriors**

Each Home Owner has the sole responsibility for the maintenance and repair of the unit building and interior portions. No Unit Owner or Occupant shall make any exterior repairs, alterations or modifications or paintings unless it conforms to the existing color and styles of the community. No exterior enclosures, patios, storage sheds or other structures whatsoever may be installed in, hang from, or constructed upon, the areas or within the rear or side patio areas. Please keep our community neat and tidy.

All exterior modifications and changes to the exterior of the common areas must be approved by the Board of Directors. An EMF (Exterior Modification Form) (see attached) must be completed with pertinent information then turned into the Board of Directors through the property management company for review by the Board.

Any owner receiving correspondence from the Board of Directors through the property management company that exterior repair(s) are required on a unit, if such violations or repairs are not completed within 14 days the unit will be in violation and the Board of Directors shall have the authority to notice such, vote to approve a fine amount then turn this over to the Fining Committee for action at a duly called meeting.

No signage is to be displayed or mounted anywhere on any unit exterior. Real estate sales or For Rent signs are to be located in the front window and no larger than 18" x 24".

**Rule 11. Notices**

All official notices of the Association shall bear the signature of an officer along with the Association's official seal. In the alternative, official notices may bear the signature of the Property Management Company along with the Association's official seal. No Board member shall make, circulate or post notices of any kind or type whatsoever which purport or represent to be an official notice of the Association through the Property Management Company. Notices of a social nature or purpose are excluded from this restriction. However, all such notices must bear the signature of the party (Unit Owner or Occupant) circulating the same, and such party shall be fully responsible for its contents. Such notices may be posted in any public area with the approval of the Association or the Property Management Company, provided the posting does not become unsightly or a nuisance.

**Rule 12. Parking and Vehicles Permitted on Unit Property**

Parking of vehicles and those vehicles permitted to be parked on Unit Property are subject to the following restrictions and conditions:

**A. Number of vehicles and vehicle description:**

1. Each Unit Owner or Occupant is entitled to one (1) vehicle and each Unit Owner or Occupant has one (1) designated marked parking spot in their own marked designated area. Each Unit Owner may not have more than two (2) vehicles per unit.
2. Unit Owners or Occupants are limited to transportation vehicles. A transportation vehicle is defined as:

- a. Cars
- b. Scooters
- c. Vans, minivans, sport utility vehicles
- d. Station wagons
- e. Pick-up trucks no greater than ¾ ton
- f. No vehicles with lettering, decorations, signs, signage or advertisements.
- g. No double parking, one behind the other.

3. Not permitted to be parked and will be towed at owner's expense are defined as:

- a. Boats or other watercraft
- b. Motorcycles
- c. Business equipment
- d. RV's or moving vans – 48 hours to load and unload (Unit Owner or Occupant only)
- g. Trailers
- f. Inoperative vehicles or unregistered vehicles. Violators will be towed at owners' expense.

B. Additional Parking:

- 1. Owners with a second vehicle may park in the visitors' spot. No Unit Owner, Renter, or Guest may park in another Unit Owners' designated spot without an Owner's permission and filed with the Property Management Company. No one with a designated parking spot under a carport, may park in a visitor spot except for a rain day to wash their vehicle. After the rain subsides, the vehicle must then be returned immediately to their designated parking spot under the carport.
- 2. Landscaped area – NO parking permitted! (No wheels on grass).

Rule 13. **Leasing and Sales of Unit Property**

Upon receipt of the required documents, application and associated fees, along with proof of age, and with prior written approval by the Board of Directors or the Property Management Company, each Unit Owner has the right to lease his/her Unit, subject to the terms and conditions of the Planned Residential Development Certificate of Amendment and Restatement of Restrictions and the following Association conditions and Rules and Regulations.

It is the responsibility of the Unit Owner to inform any agent or individual acting in the Unit Owner's behalf so as to ensure compliance with the following conditions and restrictions:

A. Occupancy:

This is a single-family dwelling.

1. Requirements of all Occupants and Guests are for all to abide by the association documents: Declaration of Covenants, By-Laws and these Rules and Regulations.

- a. Tahitian Place is a single-family community.

B. Documentation required:

1. A completed Association Application Form with each applicant's information.
  - a. A \$100.00 Application fee per person is required for all applicants eighteen (18) years or older either a lease or sale.
  - b. Background checks are required for all permanent Unit Owners and Renters.
  - c. The property management company must complete the tenant check. Unit Owner's verbal approval is unacceptable.
2. A copy of driver's license for each applicant.

3. A copy of the proposed Lease or Sales Contract. Pursuant to the city of Dunedin Ordinance, the minimum rental period for a unit is no less than three (3) months.
  4. A signed form stating that the buyer applicant has received a copy of the Tahitian Place Home Owners' Association Documents, which are the Declaration of Covenant and Restrictions, Articles of Incorporation, By-laws and a copy of these Rules and Regulations and agrees to abide by these documents. A signed form stating that the tenant applicant will receive only a copy of these Rules and Regulations and must also agree to abide by them.
- B. Personal Interview:
1. A personal interview with the lessee or new buyer by a member of the Board of Directors through the Property Management Company is required within two (2) weeks of a tenant taking occupancy or the scheduled closing of a sale of the Unit Property.
  2. The Unit Owner should contact the Board of Directors through the Property Management Company to arrange for the personal interview. All of the documentation listed above in Rule 13, B must be submitted at the time of this interview.
- C. Lease Renewals for a Lessee:
1. If the Unit Owner's Lessee should become a nuisance or continually disobey the Association's governing documents, the Board of Directors or Property Management Company can demand that the Unit Owner not renew or extend the lease.

**Rule 14.     Fining Authority:**

The Association shall have the authority to enforce by legal means the provisions of the governing documents and these Rules and Regulations, by levying fines against a member or member' tenants, guest, or invitees, or both. Fines may not exceed \$100.00 per violation against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the board who are not an officer, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The Board of Directors shall hold a

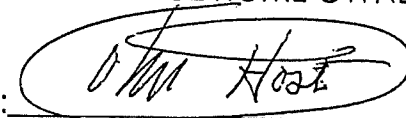
special meeting to discuss and vote to approve the violation is valid and turn the matter over to the Fining Committee for a special meeting with the violator. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The Association shall be entitled to interest at the highest rate as allowed by the law for any unpaid fine.

**Rule 15. Designated Smoking Areas:**

As a consideration to our non-smoking owners and renters, no owner or guest is permitted to smoke around the perimeter of your unit or anyone else's unit. A smoker must remain at least 25 feet from any unit or person at any time while within the common areas of the association. The designated smoking area for an owner and a guest is within the center park area at the picnic table. Anyone smoking in the common areas must keep a minimum distance of 25 feet away from any unit.

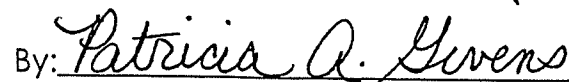
TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

By:

A handwritten signature in cursive script, appearing to read "John Host", is enclosed within a hand-drawn oval.

John Host, President

By:

A handwritten signature in cursive script, appearing to read "Patricia A. Givens", is written over a horizontal line.

Patricia Givens, Secretary

## NOTICE OF REVITALIZATION OF RESTRICTIONS FOR TAHITIAN PLACE

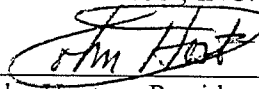
Pursuant to Florida Statutes §720.403, et seq., Tahitian Place Home Owners Association, Inc. ("Association"), whose address is c/o Premier Properties of Pinellas, Inc., P.O. Box 1004, Dunedin, FL 34697, files this notice that the Restrictions for Tahitian Place has been amended and restated through September 22, 2007 and revitalized from the filing date of this notice. A copy of the Restrictions for Tahitian Place, Rules and Regulations of Tahitian Place Home Owners Association, Inc., a true and correct copy of the Articles of Incorporation of Tahitian Place Home Owners Association, Inc., and the By-Laws of Tahitian Place Home Owners Association, Inc., and any and all amendments to any of the same, are attached hereto and made a part hereof as Exhibit "A".

Approval of the revitalization of the Restrictions for Tahitian Place was obtained on March 24, 2018 at the membership meeting/meeting of lot owners, by a vote of not less than a majority of the affected parcel owners within Tahitian Place, conducted at a meeting after notice to the affected parcel owners/members of the Association pursuant to Florida Statutes §720.403, et seq.

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

TAHITIAN PLACE HOME OWNERS  
ASSOCIATION, INC.

By:

  
John Host, as President

ATTESTED:



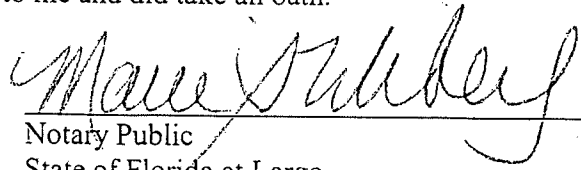
Patricia Givens, as Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2018, by John Host, as President, and Patricia Givens, as Secretary, of Tahitian Place Home Owners Association, Inc., a Florida not-for-Profit corporation, in their capacity as officers and on behalf of the corporation. They are personally known to me and did take an oath.

My Commission expires:



  
Notary Public  
State of Florida at Large

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

**AMENDED AND RESTATED  
RESTRICTIONS  
OF  
TAHITIAN PLACE  
PLANNED RESIDENTIAL DEVELOPMENT**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the owners within Tahitian Place on March 2, 2002, by the affirmative vote of not less than two-thirds (2/3) of the owners within Tahitian Place, pursuant to Florida Statute 720.306 and pursuant to Florida Statute 712.05, the documents listed herein were amended and restated and are further restated to include additional amendments recorded prior to September 22, 2007 and amended to correct a scrivener's error in recording information and to provide for a longer duration as set forth in paragraph 14 herein.

**WITNESSETH**

WHEREAS, the owners of properties within Tahitian Place are bound by the Planned Residential Development Restrictions recorded at O.R. Book 4600, Page 1678, et. seq.; and

WHEREAS, the owners of properties within Tahitian Place are bound by the Party Wall Agreement of Tahitian Place, Dunedin, Florida, recorded at O.R. 4600, Page 1683, et. seq. of the public records of Pinellas County, Florida, and attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the owners of properties within Tahitian Place are bound by the Planned Residential Development, Common Elements: Regulations, Easements, Restrictions and Use, recorded at O.R. Book 4600, Page 1687, et. seq. of the public records of Pinellas County, Florida, and attached hereto as Exhibit "B" and incorporated herein by this reference; and

WHEREAS, the Restriction recorded at O.R. Book 4600, Page 1681, No. 19, states, "The owners and developers of the Tahitian Place shall constitute the Tahitian Place Owners' Association..."; and

WHEREAS, pursuant to said provision, the Tahitian Place Home Owners Association, Inc., a Florida Not For Profit Corporation, was formed and duly filed with the Department of State, State of Florida, on March 22, 2002; and

WHEREAS, there are nineteen (19) duplex-type units and one separate unit of one dwelling with each living unit of each duplex located on a separately described parcel by metes and bounds, including the common party wall, and altogether is known as Tahitian Place, a Planned Residential Development, with certain common elements therein in Dunedin, Florida.

NOW, THEREFORE, the Board of Directors of Tahitian Place Home Owners Association, Inc., on behalf of the owners of Tahitian Place, hereby declares that the below-described real property of Tahitian Place shall be held, transferred, sold, conveyed and occupied subject to all of the aforementioned, previously recorded documents, except as specifically amended herein.

THE PROPERTY encumbered by the previously recorded above-mentioned documents, and by this Certificate of Amendment and Restatement, is situated in the City of Dunedin, County of Pinellas and State of Florida, and described as follows:

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 28 South, Range 15 East and go N 00°19'13" W, 480.09 feet, along the East line of the SW 1/4 of the NE 1/4 of said Section 25; thence N 89°12'19" W, 340.00 feet, for a Point of Beginning; thence continue N 89°12'19" W, 315.42 feet, to a point on the east boundary of Ranchwood Estates, as recorded in Plat Book 70, pages 5, 6 and 7 of the Public Records of Pinellas County, Florida; thence along said east boundary, N 00°22'38" W, 759.00 feet to a point on the south boundary of the aforementioned Ranchwood Estates; thence along said south boundary, N 89°40'47" E, 316.11 feet; thence S 00°19'13" E, 765.14 feet, to the point of beginning, containing 5.524 acres more or less.

NOW THEREFORE, the Board of Directors of Tahitian Place Home Owners Association, Inc., in order to protect and safeguard each and every purchaser, his successors and assigns of any lot or parcel in said premises, the following easements and restrictions and property requirements and residential structures located within said developed premises are hereby restated and created, to wit:

1. The easements hereby created are and shall be perpetual and construed as a covenants running with the land and each and every person accepting a deed to any lot shall be deemed to accept such deed with the understanding that each and every other purchaser is also bound by the provisions herein contained and each and every purchaser by accepting a deed to any lot, shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering deeds to the said lots, shall insert in said conveyances by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the book and page of the record in which this instrument is recorded.

2. The property described shall and is to be considered as single family residential property and shall be used solely for the purpose of dwellings and shall be lived in and maintained by each owner thereof in conformance with the overall plan herein described and elsewhere in these recorded instruments for single families. The residential dwelling on Lot 39 shall be subject to all rules, regulations and restrictions the same as placed upon all other dwelling units in Tahitian Place.

3. No structure other than residential in design and nature shall be erected anywhere on the said property with the exception of the maintenance building as above stated. No exterior modifications, including colors of dwellings shall be made without written approval of the Tahitian Place Owners' Association.

4. No lot in said development shall be reduced in size or enlarged by consolidation with adjoining lots without the prior written consent of the Owners.

5. No noxious offensive activity, or home trade shall be carried on upon any of the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No laundry shall be hung for drying in such a way as to be readily visible from the street.

6. Metal storage buildings, shacks, or any temporary building of any design whatsoever are expressly prohibited within the property provided, however, this shall not prevent the erection of temporary storage buildings for materials or supplies to be used in the construction of the villas and which shall be removed by the owner from the premises upon completion.

7. No sign of any kind shall be displayed to the public view except one sign of not more than two square feet advertising the property for sale. Such signs as are allowed must be maintained in good condition at all times and must be removed on the termination of their use.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot other than such animals may be considered household pets and kept upon such lot. There shall be a limit of one dog per each dwelling and shall be of a size that the weight shall not exceed twenty-five (25) pounds. Further, no more than one cat may be kept per each dwelling. Any pet owner shall strictly observe the City of Dunedin leash law, County of Pinellas and State of Florida general law. All pets must be strictly controlled at all times and not become a nuisance to the other residents. No animal waste shall be permitted on the common elements except in designated areas, nor shall waste be allowed to remain on individual lots.

9. Trash, garbage and other waste shall be kept only in covered sanitary containers properly concealed from view, located to the rear of each dwelling unit, with contents at pick-up time emptied into City of Dunedin collective "dumpster" located on the premises. No items of any kind shall be permitted to be stored or placed, or leaned against any dwelling unit or on the grounds of any dwelling unit by said owner or any other party.

10. No commercial vehicles, other than those present on business, may be parked within the property. Adequate parking for vehicles with space assigned by unit number shall be used by the occupants of that particular unit and not abridge or intrude upon the assigned spaces of another unit. ~~Care and maintenance of the covered spaces is the sole responsibility of the unit owner.~~ ~~There shall be no double parking anywhere.~~ Owners and renters shall advise their guests to park their vehicles in spaces provided for guests. All owners, renters, and guests may park boats, boat trailers, campers, recreational vehicles, trucks and any other towed vehicle, with or without self contained living quarters, must be parked at the maintenance area if space is available, without exception. This may occur for only seven (7) days in any 30-day period. The rule shall also apply to all commercial type vehicles evidencing letters on the sides, whether it be advertising, slogans or whatever, but shall not apply to vans or light duty vehicles that are unmarked and used for transportation. ?

Any owner not observing the above rules after three (3) days notification to remove, runs the risk of having that vehicle towed at the owner's expense. The presiding President of the

Association will have the authority to notify the owner and arrange for towing of said vehicle without incurring any personal expense, or any personal liability, in enforcing this rule.

11. No building, fence, wall or other structure shall be commenced, erected or maintained on any lot within the property.

12. All owners of dwellings shall exercise extreme care about making noises, automotive, mechanical or otherwise, of the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other neighbors. Nor shall an owner commit or personally permit any nuisance, immoral or illegal act either in his dwelling or in or about common elements. No repairs to vehicles or equipment is permitted upon any portion of the common elements.

13. Violation of any condition or restriction or breach of any covenant herein contained shall give the parties hereto, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists and summarily abate and remove the same at the expense of the owner and the parties hereto shall not be liable in any manner for trespass, abatement or removal thereof. The Association President and Vice President shall both have full authority to enforce all rules and regulations, and each of them shall not be held liable for enforcing said rules, personally, for enforcing any rule breached by anyone.

14. These Restated Covenants, the Party Wall Agreement (attached hereto as Exhibit "A") and the Planned Residential Development, Common Elements, Restriction and Use (attached hereto as Exhibit "B") are to run with the land and shall be binding on all parties and all persons claiming by, through or under the owner for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless the legal owners of at least seventy-five percent (75%) of the lots shall elect to terminate all or part of the them and shall establish this intention by a properly executed instrument in writing, which shall be recorded in the public records of Pinellas County, Florida no less than six (6) months prior to the end of the applicable period.

15. Enforcement shall be by appropriate legal proceedings instituted by the Tahitian Place Home Owners Association, Inc. or any owner within Tahitian Place, against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto. The prevailing party shall be entitled to attorney's fees in relation to enforcement of any of the provisions of the recorded documents governing Tahitian Place, including, specifically, actions undertaken to collect funds required to be paid by the various owners pursuant to this document or the previously recorded documents of Tahitian Place, which are incorporated herein by reference.

16. Owners or approved lessees shall be permitted to have visitor occupants of any age, ~~such as grandchildren~~, for up to three weeks during any six month period, or a maximum of six weeks in any twelve months period. ~~Any child while visiting any owner and using the recreation~~

~~and park facilities must be accompanied by an adult at all times.~~ The six month periods shall commence on the date of filing these restrictions.

17. Insurance upon each separate living unit shall be the sole responsibility of the unit owners.

18. The owners of the Tahitian Place shall constitute the Tahitian Place Owners' Association and shall have authority to prepare rules and regulations for the conduct of residents of Tahitian Place, including rules and regulations as may pertain to the use of undivided ownership of property related thereto, such as recreational areas, parking lots, streets, and other similar areas, and for the enforcement of the foregoing restrictions relating thereto. The members of the Association shall not be entitled to compensation for their services as a Director. The rights, powers and obligations given to the Tahitian Place Owners' Association may be assigned by the said Tahitian Place Owners' Association to such management corporation as it deems desirable and which shall agree to assume said rights, powers and duties and to carry out and perform the same; such assignment or transfer shall be made by appropriate instrument in writing.

19. The restrictive covenants contained in this agreement may be modified, amended and changed by the approval of sixty percent (60%) of the owners within Tahitian Place at a duly called meeting of the Tahitian Place Home Owners Association, Inc.

20. The terms and provisions of the Planned Residential Development Common Elements: Service and Management Agreement, recorded at O.R. 4600, Page 1692, et. seq. of the Public Records of Pinellas County, Florida, has been superseded by a new Management Agreement entered into by the Association, on behalf of the owners with Tahitian Place. However, it is acknowledged, the obligations of the owners to pay the various common expenses under the previously recorded Service and Management Agreement, still exists as a matter of necessity between all of the respective owners within Tahitian Place. The respective owners within Tahitian Place shall pay all funds necessary for the common expenses as previously outlined in all recorded agreements for Tahitian Place, including the Service and Management Agreement to Tahitian Place Home Owners Association, Inc. for the maintenance, repair and management of the properties as originally mandated by the recorded Agreements for Tahitian Place.

21. Invalidation of any one of these covenants shall in no wise affect the other provisions which shall remain in full force and effect.

\* 22. Any Owner selling their property in Tahitian Place must submit to the President, vice President or Secretary a completed fact sheet with the following information for the Tahitian Place Home Owners Association: Name, Age, Number of Occupants, Vehicle, Pet (Type and Weight), and Reference. This information is to be in the hands of the officer one (1) month prior to the closing of the sale. Owners renting their unit must observe the same rule, the information must be in the hands of the Tahitian Place officer one (1) week prior to the occupancy of the rental unit.

23. In order to standardize the appearance of the roofs in the Community and pursuant to the Owners' financial responsibility for roof replacement, the following criteria shall

govern roof replacement within Tahitian Place. Subsequent to the adoption of this amendment, whenever from time to time, sixty percent (60%) or more of the Owners determine it is necessary to replace the roofs on the units, all Owners shall be obligated to replace the roof on his or her unit. The same percentage of Owners shall have the authority to dictate the time frame for replacement and to determine the color and type of roof to be installed.

In the event any individual Owner fails to install a new roof on his or her unit, after a determination to re-roof has been decided as stated herein, the Association shall have the right to contract for a replacement roof for the subject unit and the costs incurred by the Association in relation to such re-roofing shall be assessed against the individual Owner's unit. The Association shall have the right to record a claim of lien against the unit and shall have the right to foreclose the lien, in an action similar to a mortgage foreclosure, to recover the costs incurred for the re-roofing, along with attorney's fees and Court costs for the lien and the foreclosure. The Owner of the unit shall also be personally liable to the Association for such re-roofing costs.

IN WITNESS WHEREOF, TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC., a Florida Corporation Not For Profit, has caused this instrument to be executed by its duly authorized officers and its corporate seal to be affixed hereto as a result of the approval of the owners within Tahitian Place on this 26<sup>th</sup> day of June, 2018.

WITNESSES:

TAHITIAN PLACE HOME OWNERS  
ASSOCIATION, INC.

Elizabeth Host  
Witness Signature  
ELIZABETH HOST  
Printed Name

By: [Signature]  
John Host, as President  
Printed Name

Marie S. Wiberg  
Marie S. Wiberg msu

ATTEST:  
PATRICIA A. GIVENS  
Patricia Givens, as Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 2018 by John Host, as President of TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me and did take an oath.

and Patricia Givens, as Secretary, msu

My Commission expires:

[Signature]  
Notary Public



This instrument was recorded by  
WILLIAM A. HARRIS, Jr.  
Dunedin, Florida 33504  
P.O. Box 38

77148390

d. k. 4600 PAGE 1683

PARTY WALL AGREEMENT OF  
TAHITIAN PLACE, DUNEDIN, FLORIDA

KNOW ALL MEN BY THESE PRESENTS: That JAMES J.  
SHORT and WILLIAM GENE WILSON, are the Owners in fee of the  
following described real estate situate in the City of  
Dunedin, County of Pinellas, State of Florida, to-wit:

Commence at the SE corner of the SW 1/4  
of the NE 1/4 of Section 25, Township 28  
South, Range 15 East and go N 00°19'13"  
W, 480.09 feet, along the East line of  
the SW 1/4 of the NE 1/4 of said Section  
25; thence N 89°12'19" W, 340.0 feet, for  
a Point of Beginning; thence continue N  
89°12'19" W, 315.42 feet, to a point on  
the east boundary of Ranchwood Estates, as  
recorded in Plat Book 70, pages 5, 6 and 7  
of the Public Records of Pinellas County,  
Florida; thence along said east boundary,  
N 00°22'38" W, 759.00 feet to a point on  
the south boundary of the aforementioned  
Ranchwood Estates; thence along said south  
boundary, N 89°40'47" E, 316.11 feet; thence  
S 00°19'13" E, 765.14 feet, to the point  
of beginning, containing 5.524 acres more or  
less.

and

WHEREAS, said Owners are constructing on the said  
premises, for sale to the general public, nineteen (19)  
separate duplex type dwellings with two separate residences  
in each, and to be known as Tahitian Place, Dunedin, Florida,  
and

WHEREAS, each of the nineteen (19) separate build-  
ings shall be composed of two residential units physically  
connected by division walls; and

WHEREAS, it is intended by the Owner to create in  
favor of each purchaser an easement covering such mutually  
supporting and connecting walls, hereinafter called "party  
walls", of seven (7") inches in thickness and placed equally  
divided on the lot line separating the lots upon which each  
separate residential unit shall be erected, and

WHEREAS, in addition to prescribing the rights in said dividing wall the Owner intends to create an easement and certain other restrictions concerning the use of the said party walls,

NOW, THEREFORE, the undersigned Owners, in order to protect each and every purchaser, his successors and assigns, of any lot or parcel or said premises, the following easements on building structures and party walls located on said premises are hereby created, to-wit:

1. The said dividing walls shall be party walls between units erected on the said premises.
2. The cost of maintaining each party wall shall be borne equally by the owners of each side of the wall.
3. In the event of damage or destruction of the said wall from any cause other than the negligence of either party thereto the then owners shall, at joint expense, repair or rebuild said wall and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.
4. Neither party shall alter or change said party wall in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected and each party to the said common or division wall

shall have a perpetual easement in that part of the premises of the other on which said party wall is located for party wall purposes.

5. The easement hereby created is and shall be perpetual and construed as a covenant running with the land and each and every person accepting a deed to any lot shall be deemed to accept such deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser by accepting a deed to any lot, shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering deeds to the said lots, shall insert in said conveyance by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the book and page of the record in which this instrument is recorded, in the Public Records of Pinellas County, Florida.

6. These covenants are to run with the land and shall be binding on all parties and all persons claiming by, through or under the owner for a period of twenty-five (25) years from the date these covenants are recorded.

7. Enforcement shall be appropriate legal proceedings against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Failure to enforce any of the covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior to or subsequent thereto.

8. The restrictive covenants contained in this agreement may be modified, amended and changed by the approval

of sixty per cent (60%) of the members of the Tahitian Owners' Association, together with the consent of any Mortgagee.

9. Invalidation of any one of these covenants shall in no wise affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of:

James J. Short  
William A. Gius

James J. Short (SEAL)  
William Gene Wilson (SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared James J. Short and William Gene Wilson to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County of Pinellas and State of Florida this 22 day of August, A. D. 1977.

James J. Short  
Notary Public, State of Florida, My Comm. Expires 12/31/77  
My commission expires: \_\_\_\_\_

77148391

S.E. 4600 PAGE 1687

TAHITIAN PLACE  
DUNEDIN, FLORIDA

PLANNED RESIDENTIAL DEVELOPMENT

COMMON ELEMENTS:

REGULATIONS, EASEMENTS, RESTRICTIONS AND USE

KNOW ALL MEN BY THESE PRESENTS: That JAMES J. SHORT and WILLIAM GENE WILSON, are the Owners in fee of the following described real property situate in the City of Dunedin, County of Pinellas and State of Florida, to wit:

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 28 South, Range of 15 East and go N 00°19'13" W, 480.09 feet, along the East line of the SW 1/4 of the NE 1/4 of said Section 25; thence N 89°12'19" W, 340.00 feet, for a Point of Beginning; thence continue N 89°12'19" W, 315.42 feet, to a point on the east boundary of Ranchwood Estates, as recorded in Plat Book 70, pages 5, 6 and 7 of the Public Records of Pinellas County, Florida; thence along said east boundary, N 00°22'38" W, 759.00 feet to a point on the south boundary of the aforementioned Ranchwood Estates; thence along said south boundary, N 89°40'47" E, 316.11 feet; thence S 00°19'13" E, 765.14 feet, to the Point of Beginning, containing 5.524 acres or less.

and

WHEREAS, the said Owners as developers of the Tahitian Place, a Planned Residential Development wholly within the above described premises, will construct on said premises nineteen (19) duplex type units, each comprised of two single family dwellings, sharing a common party wall, one maintenance type building and certain common elements including but not limited to a park and streets; and

WHEREAS, the said Owners by specific description and by metes and bounds will convey each of the thirty-nine (39) separately described parcels to individual purchasers, together with a conveyance of a 1/39th interest in and to certain common elements of the land, subject to easements and agreements as set forth in EXHIBIT B, and not designated as lots or parcels, which shall for all purposes of ingress and egress, utilities and maintenance thereof, including all streets, easements, recreational facilities, walks, parking lot, lake and park, and such common elements being described as follows, to wit:

Commence at the S.E. corner of the S.W. 1/4 of the N.E. 1/4 of Section 25, Township 28 South, Range 15 East and go N 00°19'13" W, 480.09 feet; thence N 89°12'19" W, 575.41 feet, to the P.O.B.; thence N 00°19'13" W, 469.05 feet; thence N 89°40'47" E, 109.00 feet; thence S 00°19'13"

E., 21.00 feet; thence N. 89°-40'-47" E., 108.00 feet; thence S. 00°-19'-13" E., 58.00 feet; thence S. 89°-40'-47" W., 103.00 feet; thence N. 00°-19'-13" W., 26.50 feet; thence S. 89°-40'-47" W., 60.00 feet; thence N. 00°-19'-13" W., 6.50 feet; thence S. 89°-04'-47" W., 5.00 feet; thence N. 00°-19'-13" W., 8.50 feet; thence S. 89°-40'-47" W., 5.00 feet; thence S. 00°-19'-13" E., 13.50 feet; thence N. 89°-40'-47" E., 5.00 feet; thence S. 00°-19'-13" E., 419.00 feet; thence S. 89°-12'-19" E., 186.40 feet; thence N. 00°-19'-13" W., 55.00 feet; thence S. 89°-40'-47" W., 126.00 feet; thence N. 00°-19'-13" W., 105.50 feet; thence N. 89°-40'-47" E., 58.00 feet; thence S. 00°-19'-13" E., 13.00 feet; thence N. 89°-40'-47" E., 5.00 feet; thence N. 00°-19'-13" W., 141.00 feet; thence S. 89°-40'-47" W., 63.00 feet; thence N. 00°-19'-13" W., 57.00 feet; thence 89°-40'-47" E., 58.00 feet; thence S. 00°-19'-13" E., 22.50 feet; thence N. 89°-40'-47" E., 68.00 feet; thence N. 00°-19'-13" W., 442.14 feet; thence S. 89°-40'-47" W., 316.11 feet; thence S. 00°-22'-38" E., 759.00 feet; thence S. 89°-12'-19" E., 80.02 feet, to the P.O.B. Containing 4.166 acres, more or less.

The portion above described by metes and bounds relating to ingress and egress, walkways, parks, and recreation areas, shall be known as the common elements, all of which are subject to such easements and usage as may be required for surface and sub-surface utilities for the use of the City of Dunedin, the power and telephone companies, the service and management companies, their successors and assigns. EXHIBIT A.

NOW, THEREFORE, the undersigned JAMES J. SHORT and WILLIAM GENE WILSON, in order to protect each and every purchaser and subsequent title owner, their successors and assigns of any lot or parcel of the said premises, the following restrictions and covenants are hereinafter applied and provided.

1. The 1/39th interest in all common elements as above described is conveyed to individual purchasers together with the individual specifically described dwelling sites by metes and bounds description and shall be held by such purchasers as tenants in common with the owners of property contiguous therewith each with the other, being a part of the property hereinbefore described, and the same shall be an appurtenance of the individually described dwelling sites and shall not be separated therefrom, and shall be deemed to be conveyed or encumbered or to otherwise pass with the said specifically described dwelling lots whether or not specifically mentioned or described in a conveyance or other instrument describing the same, and each purchaser of such dwelling lot and 1/39th undivided interest in appurtenant property agrees that the said interest shall remain undivided and does waive forever the right to bring any action for partition or division in and to the 1/39th interest of the said property.

2. Such property as shall be conveyed to purchasers as tenants in common in the common elements by designation of a 1/39th interest in the common elements shall in addition to the provisions made in the preceding paragraph, allow for the right of ingress and egress, for the use and occupancy, and for such other rights and privileges and responsibilities as may be attendant thereto, the same to be exercised jointly one with another and shall be considered as being equal to all holders thereof subject only to such rules and regulations as may be made and provided therefore by the owners as aforesaid.

The developer is, however, irrevocably empowered, notwithstanding anything herein to contrary, to sell, lease or rent units to any person approved by him. Said developer shall have the right to transact on the common element property except that previously sold and deeded, such business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, employees in an office, use the common elements for construction purposes and show models.

3. The covenant herein created shall be perpetual and shall be construed to be a covenant running with the land and every person accepting a deed to any specifically described residential dwelling lot within the above described property shall be deemed to accept such deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser by accepting a deed there-to shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned shall insert in each title conveyance by reference that the same is subject to the terms hereof and shall designate the book and page of the record in which this instrument is recorded.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Marian B. Shultz

James J. Short (SEAL)

William A. Davis

William Gene Wilson (SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared James J. Short and William Gene Wilson to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County of Pinellas and State of Florida this 5th day of August, A.D. 1977.

Marian B. Shultz  
Notary Public  
My commission expires: \_\_\_\_\_

SECTION 25, TOWNSHIP 20 SOUTH, RANGE 18 E.

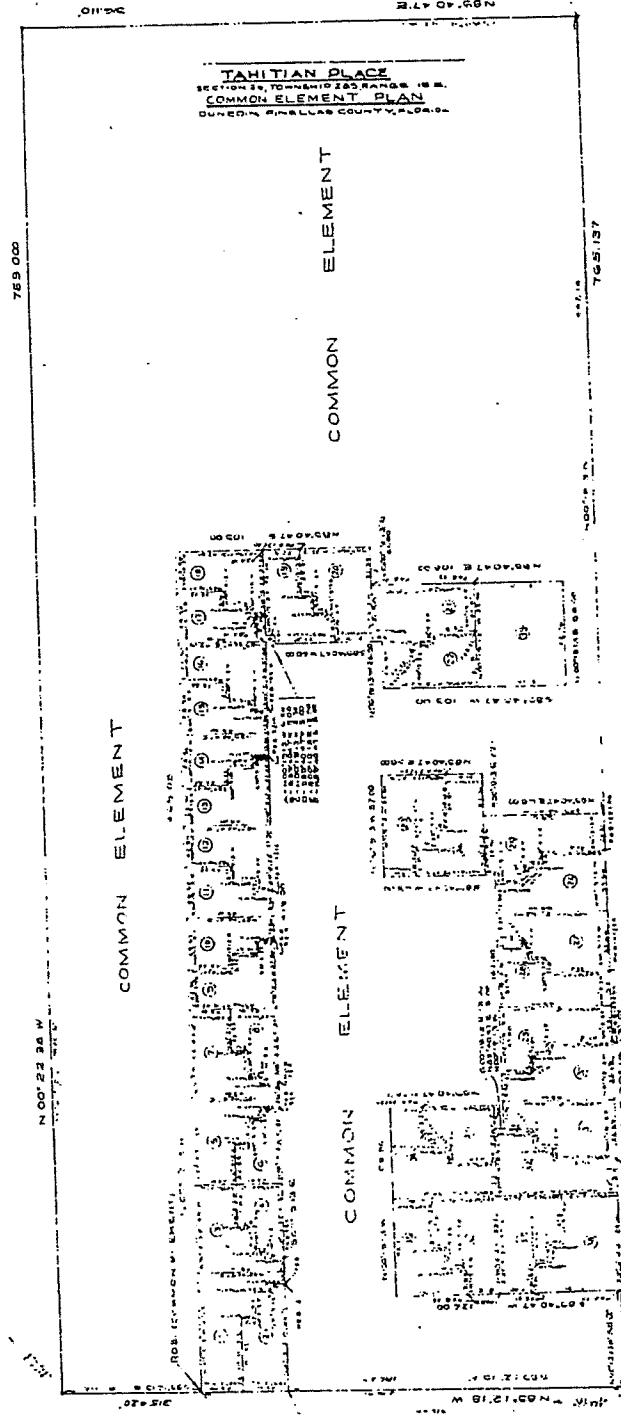


EXHIBIT A

Perimeter dimensions enclosing all common elements are described on pages 1 and 2 hereof.

11 59 11

1. Easement granted to the City of Dunedin by instrument recorded 3/26/76 in O.R. Book 4392, Page 1682, Public Records of Pinellas County, Florida, and shown and set forth on survey made by Lloveras, Baur & Stevens, dated 2/17/77.
2. Easement granted to Florida Power Corporation by instrument recorded 3/26/74 in O. R. Book 4151, Page 1930, Public Records of Pinellas County, Florida.
3. Mutual Right of Use Agreement created in instrument recorded 8/20/75 in O.R. Book 4323, Page 1695, Public Records of Pinellas County, Florida.
4. Subject to easements granted the City of Dunedin by instrument recorded 5/10/77 in O. R. Book 4545, Page 1315, Public Records of Pinellas County, Florida.
5. Easement granted to Florida Power Corporation by instrument recorded September 9, 1977 in O. R. 4595 page 994, Public Records of Pinellas County, Florida.

EXHIBIT B

Prepared by and return to:  
 Anthone R. Damianakis, Esquire  
 2348 Sunset Point Rd.  
 Clearwater, FL 33756

CERTIFICATE OF AMENDMENT TO  
 TAHITIAN PLACE DUNEDIN, FLORIDA  
 PLANNED RESIDENTIAL DEVELOPMENT RESTRICTIONS

NOTICE IS HEREBY GIVEN that at the Annual Meeting of the members on MARCH 6, 2010 by the approval of sixty percent (60%) of the owners within Tahitian Place, the Tahitian Place, Dunedin, Florida Planned Residential Development Restrictions, as amended and restated, recorded in O.R. Book 12117, Page 1383, et seq. in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

The Tahitian Place, Dunedin, Florida Planned Residential Development Restrictions are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Tahitian Place, Dunedin, Florida Planned Residential Development Restrictions."

IN WITNESS WHEREOF, TAHITIAN PLACE HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 6<sup>th</sup> day of MARCH, ~~2009~~ 2010.

TAHITIAN PLACE HOME OWNERS  
 ASSOCIATION, INC.

By: [Signature]  
 President

(Corporate Seal)

ATTEST:

[Signature]  
 Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me  
this 6<sup>th</sup> day of March, 2009, 2010 by  
John Host, President, and Gloria Depardo  
Secretary of Tahitian Place Home Owners Association, Inc.,  
a Florida corporation, on behalf of the corporation. They  
are personally known to me ~~or have produced~~  
as identification

Marie E Anderson

Notary Public

My Commission Expires:



MARIE E. ANDERSON  
MY COMMISSION # DD 609796  
EXPIRES: October 30, 2010  
Bonded Thru Budget Notary Services

UNOFFICIAL

SCHEDULE OF AMENDMENTS TO  
TAHITIAN PLACE DUNEDIN, FLORIDA  
PLANNED RESIDENTIAL DEVELOPMENT RESTRICTIONS

The Tahitian Place Restrictions are amended by adding an entirety new paragraph 24 to read as follows:

24. Pursuant to the Articles of Incorporation of Tahitian Place Home Owners Association, Inc., filed on March 22, 2002, with the Secretary of State, Division of Corporations, State of Florida, and the Tahitian Place Dunedin, Florida Planned Residential Development Certificate of Amendment and Restatement of Restrictions recorded at O.R. Book 12117, Page 1383, in the Official Records of Pinellas County, the Tahitian Place Home Owners Association, Inc. shall exercise all rights, powers, privileges and perform all duties of the association and the association's successors pursuant to Article IV of the Articles of Incorporation and whereby it has authority to fix, levy, collect and enforce by any lawful means all charges or assessments established by or pursuant to the Declaration; and if necessary, the Association has the authority to establish liens and other assessments as set forth in Florida Statute 720.301(9) and assessments, if unpaid, may become a lien on the parcel.

Nothing contained in this amendment shall be deemed to nullify any other provisions of the previously filed Declaration.

EXHIBIT "A"

CERTIFICATE OF AMENDMENT TO  
PLANNED RESIDENTIAL DEVELOPMENT RESTRICTIONS FOR  
TAHITIAN PLACE, A HOME OWNERS' ASSOCIATION

**NOTICE IS HEREBY GIVEN** that at a duly called meeting of the members on March 5, 2011, by a vote of not less than one half of the total vote of the voting members of the Association and after the adoption of a resolution proposing said amendments by the Board of Administration, the Planned Residential Development Restrictions for Tahitian Place, a Home Owners' Association, as originally recorded in O.R. Book 12117, Page 1383, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Planned Residential Development Restrictions for Tahitian Place, A Home Owners' Association, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Planned Residential Development Certificate of Amendment and Restatement of Restrictions."

**IN WITNESS WHEREOF**, Tahitian Place Home Owners' Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 31 day of March, 2011.

TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

(Corporate Seal)

BY:

Francis J. Kelly

Francis J. Kelly, President

ATTEST:

STATE OF FLORIDA

COUNTY OF PINELLAS

Secretary

Gloria M. De Pinho

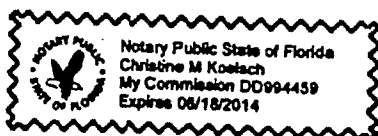
On this 31<sup>st</sup> day of March, 2011, personally appeared before me Francis J. Kelly, President, and Gloria De Phino, Secretary of Tahitian Place Home Owners' Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Christine M. Baelsch

NOTARY PUBLIC

State of Florida

My Commission Expires: 06/18/2014



BY-LAWS  
FOR  
TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

ARTICLE I  
Name, Location and Membership

The name of the corporation is TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC. The principal office of the corporation will be located at 1585 Main Street, Dunedin, Florida 34698, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the board of directors.

Membership

All owners of TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC. (hereinafter collectively referred to as "Association"), shall be members of this Association. Transfer of membership shall be made only by a transfer of ownership of a Unit. Upon the recording of a deed or other instrument of conveyance transferring ownership of a Unit, the transferee on such instrument will thereupon become a member of the Association. Membership shall be held in the same manner as title to the Unit, and each Unit Owner shall be entitled to one (1) vote or voice in the management of the Association; however, in the event ownership shall be in more than one (1) person, all the owners shall be entitled collectively to only one (1) vote per Unit or voice in the management of the affairs of the Association, and the vote may not be divided between plural owners of a single membership.

ARTICLE II

Meetings of Membership

Section 1. ANNUAL MEETING. An annual meeting of the membership shall be held in the month of March of each year on a date designated by the Board, for the purpose of electing Directors and for transacting such other business as the members of the Board of Directors may deem appropriate.

Section 2. SPECIAL MEETINGS. Special meetings shall be held whenever called by the President or the Board of Directors. No business other than that specified in the notice shall be conducted at the Special Meeting.

assets must be evenly distributed to all contributing Association members. In no event, however, may any assets inure to the benefit of any member or other private individual.

#### ARTICLE X

##### DURATION

This Association shall exist perpetually.

#### ARTICLE XI

##### BYLAWS

This Association's Bylaws initially will be adopted by the Board of Directors. Thereafter, the Bylaws may be altered, amended, or rescinded with the approval of two-thirds (2/3) of voting members present at vote, except as to those provisions for amendment to the Bylaws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such amendments.

#### ARTICLE XII

##### AMENDMENTS

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval of two-thirds (2/3) of the voting members present at vote, except as to those provisions for amendment to the Bylaws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such amendments.

#### ARTICLE XIII

##### INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the

Section 3. NOTICE OF MEETINGS. Notice of all meetings, indicating the time and place and identification of agenda items for which the meeting is called, shall be given to each member not less than fourteen (14) nor more than forty (40) days before the meeting. The officer or agent mailing or delivering such notices shall provide an affidavit to be included in the official records of the Association affirming the mailing or hand delivery of such notices. In addition, notice of all meetings shall be posted at the entrance of the property comprising this Association at least seven (7) continuous days prior to the meeting.

Section 4. RIGHT TO VOTE. At any meeting of the members, except a meeting for the election of one or more members of the Board of Directors, each voting interest shall be entitled to vote in person or by proxy. Limited proxies shall be required for votes taken for the following purposes: (a) waive or reduce reserves; (b) waive annual financial statement requirements; (c) amend any of the Covenants and Restrictions; (d) amend the Articles of Incorporation or By-Laws of this Association; (e) any action for which a Unit Owner vote is required pursuant to Chapter 720, Florida Statutes. General proxies may be used for other matters which may come before the meeting. Any proxy, limited or general, shall be valid only for such meeting or subsequent adjourned meeting thereof. All proxies shall be in writing and signed by the person entitled to vote. Where a unit is owned jointly by a husband and wife and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife.

Section 5. QUORUM. A majority of the total voting interests of the Association shall be present in person or represented by written proxy to constitute a quorum at all meetings of the members for the transaction of business. If the agenda for such meeting includes any item for which a limited proxy is required for voting purposes, then a limited proxy shall be required for purposes of determining a quorum. If a quorum shall not be present, the voting interests present in person or represented by proxy shall have the power to adjourn the meeting and reschedule the same without notice other than announcement at the meeting, until a quorum shall be present or represented. When a quorum is present, the majority of the vote of the voting interests present in person or represented by the appropriate written proxy shall decide any question brought before the meeting unless, by express provision of Florida Statutes, the Declaration of Condominium of any of The Condominiums, the Articles of Incorporation or these By-Laws, a different vote is required, in which case such express provision shall control.

Section 6. ACTION BY WRITTEN AGREEMENT. Whenever the vote of the members is required by any provision of the Florida Statutes, the Articles of Incorporation, the Planned Residential Development Restrictions, or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with and action may be taken by written agreement, if such action is allowed by law, the Declarations, Articles of Incorporation or these By-Laws, and not less than two-thirds (2/3) of the voting interests entitled to vote upon the action at such meeting shall join in the execution of such written agreement.

## ARTICLE III

### Board of Directors

Section 1. NUMBER AND TERM. The number of Directors who shall constitute the whole board shall be five (5). Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term of one (1) year or until his successor shall be elected and shall qualify. The Unit Owners in the Community, regardless of the number of units contained within that Community, shall be entitled to elect one (1) Director. As used in this Article, "member" shall refer to the person designated as holding the voting interest of a unit. Quorum will be a majority of the board of five persons.

5 BOD  
1 YEAR

Section 2. DIRECTORS. Directors are required to be Unit Owners.

Section 3. ELECTION PROCEDURE. Election of Directors shall be by hand count. Limited proxies may be used in voting for election of Directors. The election procedure shall comply with the provisions of the Home Owners' Association Act, Chapter 720, Florida Statutes, as it may from time to time be amended.

Section 4. VACANCY AND REPLACEMENT. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, at any regular or special meeting of Directors shall choose a successor who shall hold office for the unexpired term with respect to such vacancy. The successor shall be a Unit Owner in the Association which elected the Director to be replaced, unless there is not a Unit Owner from that Association willing to serve as Director, in which case the remaining Directors may choose any other Unit Owner to fill the vacancy within the Association.

Section 5. RECALL. Directors may be recalled and removed from office with or without cause by an affirmative vote by a majority of the Board, or an agreement in writing of a majority of the voting interests responsible for the election of that Director. Special meetings for this purpose may be called upon petition of ten percent (10%) of the voting interests responsible for election of that Director, giving notice as required under these By-Laws. In the event of the removal of a Director, the vacancy shall be filled in the manner set forth by the preceding paragraph. In all other respects Recall procedures shall be in accordance with the provisions of Chapter 720, Florida Statutes.

Section 6. POWERS OF THE BOARD OF DIRECTORS. The property and business of the Association shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Covenant and Restrictions of any of The Units. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

(A) The Board of Directors shall instruct management to make and collect assessments and establish the time within which payment of the same are due.

(B) To use and expend the assessments collected; to maintain, improve, replace and preserve the property of The Association not under the exclusive responsibility of Unit Owners; and to purchase, lease or otherwise obtain equipment, materials and supplies appropriate for such purposes.

Common areas



- (C) To enter into and upon individual Unit Owners' units, upon Unit Owners' approval for water or sewer matters, or to conserve water, when necessary and at as little inconvenience to the owner as possible in connection with the duties described in the preceding paragraph.
- (D) To make and amend rules and regulations for the use of the property of The Community, personal property and common elements of each Unit.
- (E) The Board of Directors shall recommend to contract for management of The Association and by vote of the majority of the Association.
- (F) To enforce by legal means the provisions of the Covenants and Restrictions, the Articles of Incorporations, these By-Laws and the Rules and Regulations adopted by the Board of Directors of the Association.
- (G) To carry insurance for the protection of Common Areas and the Association against loss or damage by fire and casualty, and liability insurance, and for such other protection as the Board of Directors may deem appropriate, or as may be required by law; provided, however, that the Association shall not carry fire and casualty insurance on the Unit Owners interest in individual Units except as hereafter may be required by law.

Section 7. MEETINGS.

- (A) The first meeting of the Board of Directors shall be held immediately upon adjournment of the meeting of the membership at which the Board is elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.
- (B) The Board of Directors may establish a schedule of regular meetings to be held at such time and place as it may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or other appropriate method, at least five (5) days prior to the date named for the meeting, and a notice including an identification of agenda items shall be posted conspicuously on the association property at least 48 continuous hours before the meeting, except in an emergency.
- (C) Special meetings of the Board of Directors may be called by the President on three (3) day's notice to each Director. Special meetings shall be called by the President or Secretary in a like manner and on a like notice upon the written request of two (2) or more Directors. A notice of any special meeting including an identification of agenda items shall be posted conspicuously on the association property at least 48 hours before the meeting, except in an emergency.
- (D) At all meetings of the Board, a majority of the Directors shall be necessary to constitute a quorum for the transaction of business.

- (E) A Director of the Association who is present at a meeting of the Board at which action on any Association matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention for each member present shall be recorded in the minutes.

#### ARTICLE IV

##### Officers

Section 1. EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be Directors. All officers shall be elected by the Home Owners at the annual meeting of the Members of the Tahitian Place Home Owners' Association. All officers will be a member of the Tahitian Place Home Owners' Association.

Section 2. THE PRESIDENT. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of the President of a corporation, including but not limited to, the discretionary power to appoint committees from among the members to assist in the conduct of the affairs of the Association.

Section 3. THE VICE PRESIDENT. The Vice President shall exercise all powers and duties of the President in the President's absence and shall exercise such powers and perform such duties as shall be prescribed by the Directors.

Section 4. THE SECRETARY. The Secretary shall keep minutes of all proceedings of the Directors and of the members of the Association. The Secretary shall issue and cause to be served all required notices of the Association; shall have custody of the seal of the Association and shall affix the same to instruments requiring such, when duly signed; and shall keep the records of the Association and perform such other duties incident to the office of the Secretary of an Association or as may be required by the Directors.

Section 5. THE TREASURER. The Treasurer shall have custody of the Association's property, funds and securities, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall receipt and deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

The treasurer shall disburse the funds of the Association as may be required by the Board of Directors, and shall render to the Board at regular meetings or whenever required, an account of all transactions and of the financial condition of the Association. The Treasurer shall promptly report to the Board of Directors all delinquencies of members in the payment of assessments levied by the Association.

Section 6. REMOVAL AND VACANCIES. Any officer elected or appointed by the Board of Directors may be removed for cause at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer shall become vacant, the remaining Directors, by majority vote, may choose a successor or successors who shall hold office for the unexpired term.

## ARTICLE V

### Finances

Section 1. FISCAL YEAR. THE FISCAL YEAR OF THE Association shall be the calendar year. The Board of Directors is authorized to change the fiscal year at any time for the convenience of the Association.

Section 2. ADOPTION OF BUDGET. The Board of Directors of the Association shall adopt a budget for the Community that is included in this Association. Expenses which are common to all of the Unit Owners shall be apportioned among them in accordance with each Unit Owners' ownership interest in the property for which the expense is incurred. The budget shall contain the items required to be budgeted under the Home Owners Association Act of the State of Florida, and notice thereof shall be furnished to each Unit Owner as required by such statute. Common areas budgeted items will equal assessments.

Section 3. PROCEDURE FOR ADOPTION OF BUDGET. The President shall submit to the Board of Directors, no later than January 15th of each year, a proposed budget for the association. The budget submitted by the President to the Board of Directors shall be and adopted in accordance with the requirements of Chapter 720, Florida Statutes by March 10th of each year.

Section 4. SPECIAL ASSESSMENTS. Special Assessments shall be recommended by the Board of Directors may be levied by a majority vote of all owners from time to time as authorized by Florida Statutes and the Covenants and Restrictions. Such Special Assessments shall be levied and collected against the owners of Units in the Association which the Special Assessment is levied.

Section 5. METHOD OF COLLECTION OF ASSESSMENTS. When adopted, the budgets shall be reduced to a monthly amount per Unit. Each Unit Owner shall be notified of such amount, and the same shall be due and payable on the first of each month, in advance, to the Association or its management company delegate, without notice. Special assessments made in accordance with the provisions of the Covenants and Restrictions and these By-Laws shall be due and payable in the manner provided by the Board of Directors of the Association. Annual dues are due by April 15th of each year.

Section 6. ACCOUNTING. The Association shall maintain accounting records as required by Florida law, which shall be open to inspection by Unit Owners or their authorized representatives with written authorization at reasonable times, and written summaries of such accounting records shall be supplied annually to the Unit Owners. Such records shall include a record of all receipts and expenditures of the Association, and an account for each Unit or Apartment which shall designated the amount of each assessment, the dates and amounts on which the assessments shall become due, the amounts paid on the account and the balances due at any period.

Section 7. FIDELITY BONDS. Fidelity bonds shall be required by the Board of Directors from any officers and employees of the Association, and from any Contractor handling or responsible for the Association funds as required by Chapter 720, Florida Statutes. The premiums shall be paid by the Association.

## ARTICLE VI

### Legal Action

All attorneys fees and court costs, whether incurred for trial or appellate litigation, or otherwise, which shall be incurred by the Association, its officers and its Board of Directors, whether individually or in their representative capacities, shall be assessable against the members of the Unit Owners incurring the expense as an ordinary expense.

## ARTICLE VII

### Arbitration

If any agency of the State of Florida hereafter exists for the voluntary arbitration of internal disputes among unit owners, the Association, or their agents and assigns, the parties in dispute may agree to submit their dispute to the arbitration agency for determination. Decisions of the agency shall not preclude the submitting parties from seeking further resolution through civil court proceedings, but any final arbitration decision shall be admissible as evidence in such proceedings.

## ARTICLE VII

### Amendment of By-Laws

The By-Laws of the Association may be altered, amended or repealed at any regular or special meeting of the members, by a vote of two thirds (2/3) of all voting interests of the Association, unless a greater percentage vote is required pursuant to the Articles of Incorporation or Florida Statutes, and provided that notice of said membership meeting has been given in accordance with these By-Laws, and that the notice as aforesaid shall contain a full statement of the proposed amendment drafted in accordance with the provisions of Chapter 720, Florida Statutes. Amendments to the By-Laws shall be valid upon enactment and recordation of the same in accordance with Florida Law.

## ARTICLE VIII

### Indemnification

8.1 Indemnity. The Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, lawsuit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, lawsuit, or proceeding unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any

criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

8.2 Defense. To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 6.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

8.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized by this Article 6.

8.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

8.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

8.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

8.7 Delegation. To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

## ARTICLE 9

9. PARLIAMENTARY RULES. ROBERT'S RULES OF ORDER (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he or she or the Board of Directors designates a third person as Parliamentarian, shall be binding unless contrary to law.

## ARTICLE 10

10. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Unit Owners and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111(12), as amended from time to time, shall be available for inspection by Unit Owners and Board members at all reasonable times. However, the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

These By-Laws shall be effective as of the date and time on which the corporation commenced its legal existence, or on the date of their adoption, whichever is later. It is the intent of these By-Laws to comply with all aspects of Florida Statutes, including but not limited to Chapter 720. To the extent that any provision conflicts or violates Florida Statutes, that then the Statute shall have priority and govern, and all other provisions of these By-Laws shall still be deemed in full force and effect.

TAHITIAN PLACE HOMEOWNERS'  
ASSOCIATION, INC.

  
President GOD

ATTEST:

Gleice M de Pinho  
Secretary

EXHIBIT "A"

SCHEDULE OF AMENDMENTS

TO

PLANNED RESIDENTIAL DEVELOPMENT RESTRICTIONS

FOR

TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

The Planned Residential Development Certificate of Amendment and Restatement of Restrictions for Tahitian Place Home Owners' Association, Inc., shall be amended by deleting the following sentences:

Section 8. – Page 4

There shall be a limit of one dog per each dwelling and shall be of a size that the weight shall not exceed twenty-five (25) pounds. Further, no more than one cat may be kept per each dwelling.

The Planned Residential Development Certificate of Amendment and Restatement of Restrictions for Tahitian Place Home Owners' Association, Inc., shall be amended by adding the following sentences:

Section 8. – Page 4

There shall be a limit of one dog OR one cat per each dwelling and shall be of a size that the weight shall not exceed twenty-five (25) pounds. Existing pet owners that have one cat and one dog currently are hereby grandfathered in and upon the decease of one of these animals, the deceased animal may not be replaced.

CLADMC3

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## RULES AND REGULATIONS

TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

**ALL RULES AND REGULATIONS MUST BE POSTED IN ALL UNITS.**

- Rule 1. Designated Single-Family Community and Home Owners' Association
- Rule 2. Additions and Replacement of Additions to Unit Property
- Rule 3. Noise and Disturbances
- Rule 4. Maintenance of Unit Property
- Rule 5. Landscaping of Unit Property
- Rule 6. Personal Property Storage and Usage on Unit Property
- Rule 7. Occupancy of Unit
- Rule 8. Pets
- Rule 9. Garbage Disposal
- Rule 10. Maintenance of Unit Exteriors
- Rule 11. Notices
- Rule 12. Parking and Vehicles Permitted on Unit Property
- Rule 13. Leasing and Purchasing of Unit Property
- Rule 14. Fining Authority

RULES AND REGULATIONS FOR  
TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.,  
EFFECTIVE APRIL 1, 2011

The following Rules and Regulations have been adopted by the Tahitian Place Home Owners' Association, Inc., to assure residents that the Unit Property will be used in a manner providing the greatest benefit and enjoyment for all persons and defined in part as the responsibility:

OWNERS

- Building Exterior
- Porches and Patios
- Grounds Surrounding a Unit
- Exterior Wall of Unit to Inside Individual Firewall
- Front Light Post

ASSOCIATION

- Water
- Sewer
- Garbage
- Common Area Trees
- Lawn Mowing
- Shrub Trimming (two times per year)

These Rules and Regulations are required to be observed by all residents, be they owners, renters, or guests, and provisions for their strict enforcement are established in the Declaration of Covenants and under the Laws of the State of Florida.

Rule 1. **Designated Single-Family Community and Home Owners' Association**

Tahitian Place Home Owners' Association, Inc. (hereinafter referred to as the Association) is a single-family community. The Rules and Regulations in this regard must be strictly adhered by all residents and guests. All residents and guests are required to abide by the Rules and Regulations and all of the Occupants are required from time-to-time to update the occupancy information. Additionally, all residents and guests are required to understand the Rules that will demonstrate the intent of the Association to be a single-family community.

Rule 2. **Additions and Replacement of Additions to Unit Property**

- A. Written approval is required before any construction is begun. This approval must be given to the Property Management Company on behalf of the Board of Directors in order for the Unit Owner to proceed. Documentation that must be submitted by the Unit Owner before written approval will be granted is as follows:
1. Association Approval Form completed and submitted to the Property Management Company.
  2. A copy of the contractor's proposal.
  3. A copy of the contractor's permit along with Workmen's Compensation and Liability Insurance, with Unit Owner named as the Additionally Insured, and such document must be submitted to the Board of Directors through the Property Management Company.
- B. Additions or replacement additions must comply with the restrictions listed in this Rule by type. (These restrictions are effective from the date of these Rules and Regulations and do not affect prior installations.) The Board of Directors and Property Management Company will ensure that these changes comply with the Rules and Regulations of the Association.
1. Exterior surface coverings (front porches and rear patio slabs that are not enclosed):
    - a. Concrete – Stain/paint color (must be **slip resistant**):  
Green in color.
    - b. Outdoor Carpet (must be glued down) – Green in color.
  2. Gutters on Buildings
    - a. Material – Aluminum
    - b. Color – Dark Brown
    - c. Size – To be determined prior to installation (preferably 5").

3. Rear patio enclosures may be screened or glass
  - a. Material – Wood or Aluminum
  - b. Color – All exterior aluminum to be dark bronze. Wood replacement is to be the same color as trim.
  - c. Screening – Charcoal (appears to be bronze)
  - d. Style – One (1) outside door is required. The design must be consistent with the community.
  - e. Height – Not to exceed eave line of the building.
4. Rear patio roof covers (see patio enclosures Rule 1, B, 3a, b, d, and e above)
5. Screened Doors (front porches)
  - a. Material – Aluminum
  - b. Color – Bronze  
Screening is charcoal (appears to be bronze)
6. Glass Window Replacements – Frame color to be black for front windows with black or bronze for rear windows and are to conform to current window style.
7. Hurricane or storm shutters/panels:
  - a. Design and installation of permanent storm shutters/panels on sliding glass doors and windows must first have approval of the Board of Directors or Property Management Company.
  - b. Temporary storm shutters/panels may be put up only when there is a hurricane watch/warning and removed within 72 hours (no longer) after such hurricane watch/warning has been lifted. These storm shutters/panels cannot be left up permanently.
8. Carports:
  - a. Material – Aluminum
  - b. Color – Bronze

**Rule 3. Noise and Disturbances**

Noise levels must be kept within acceptable standards at all times. During the hours of 10:00 p.m. to 8:00 a.m., conversation levels, and volume levels of electronic equipment and musical instruments must be kept so that the same cannot be heard outside the Unit. All workers must end their work day by 6:00 p.m., except in the case of an emergency or special circumstance.

Loud discussions and use of foul language is prohibited. No loud noises such as car stereos, televisions, loud music, or loud parties, etc., at any time. No alcoholic beverages are to be consumed within the common areas of the community.


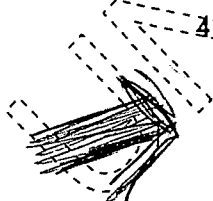
This is a small community, please observe the ten (10) mile per hour speed limit.

**Rule 4. Maintenance of Unit Property**

Unit Owners or Occupants are reminded the surrounding property around the grounds (See Attached Exhibit "A") and outside of each Unit are their maintenance responsibility to keep it clear from clutter at all times. Unit Owners or Occupants shall not store, or otherwise leave, their personal property lying about these grounds.

A. No Unit Owner or Occupant shall service, care for or maintain the Unit Property except:

1. As provided in the Declaration of Covenant and Restrictions.
2. As directed, permitted, or supervised by the Board of Directors through the Property Management Company.
3. Any contractor for outside work must be licensed and insured and have the approval of the Board of Directors or Property Management Company prior to the start of any work.
4. If a City of Dunedin building permit is required for any work, a copy of the permit and the contractor's certificate of insurance must be provided to the Board of Directors through the Property Management Company and the permit must be posted at the Unit.

5. Exceptions to the above must be approved by the Board of Directors through the Property Management Company.
  6. No wash or wash lines are to be visible from the street.
  7. No littering of any kind anywhere.
- B. Maintenance or service request:
1. Should a Unit Owner or Occupant have a request for routine service, care or maintenance of the Unit Property, it shall be made, in writing, to the Property Management Company containing the specific nature of the problem or the work to be done. 
- C. Insurance
1. All Unit Owners must provide a Certificate of Insurance to the Property Management Company as proof a homeowners' insurance policy is in effect (HO-3).
- D. Other
1. No garage sales or selling items out of the house or vending at any time.
  2. No working on vehicles at any time.
  3. Vehicles that leak oil or other fluids are prohibited from the community.
  4. The sewage disposal lines are shared between various properties. In the event of a sewage line clog, the following percentages shall be utilized to share in the expense to clear the blockage See Attached "Exhibit A".
- 

Units 1-2-3-4-5-6:

One-sixth (1/6) of total blockage bill shall be shared

Units 7-8-9-10-11-12:

One-sixth (1/6) of total blockage bill shall be shared



Units 13-14-15-16-17-18-19-20: One-eighth (1/8) of total blockage bill shall be shared.

Units 21-22-39: One third (1/3) of total blockage bill shall be shared.

Units 23-24-25-26-27-28-29-30: One-eighth (1/8) of total blockage bill shall be shared.

Units 31-32-33-34-35-36-37-38: One-eighth (1/8) of total blockage bill shall be shared.

E. The following square footages (on a total percentage basis) shall apply for the shared exterior replacement on the outside of all units:

Units 1-3-5-7-9-12-13-16-18	681 sq. ft.
Units 2-4-6-8-10-11-14-15-17	495 sq. ft.
Units 25-29-32	692 sq. ft.
Units 26-30-31	585 sq. ft.
Units 21-24-28	694 sq. ft.
Units 22-23-27	595 sq. ft.
Units 20-33-36-37	592 sq. ft.
Units 19-34-35-38	708 sq. ft.
Unit 39	576 sq. ft.

**Rule 5. Landscaping of Unit Property**

Upon written approval of the Board of Directors through the Property Management Company, Unit Owners or Occupants may make additional plantings within the landscaped property surrounding their Unit, subject to the following restrictions and conditions:

**A. Plantings:**

1. Permitted – Annuals or perennials
2. Not permitted – Trees, fruit trees, no artificial trees

**B. Planting Location:**

1. Permitted – Planted areas or within the Unit Owner's front porch or back patio.

2. Not permitted – Grass is not to be removed to create a plant bed. No planter boxes are to be attached to units exterior walls.

3. No planting permitted on common grounds.

C. Cost of Plantings:

1. This cost is the responsibility of the Unit Owner or Occupant and such costs will not be given consideration as part of the Association's on-going landscape maintenance.

D. Maintenance:

1. It is the Unit Owner's or Occupant's responsibility. Should the plantings not be maintained in an acceptable manner or cause damage to the building, the Association reserves the right to notice the Unit Owner first, then remove the plantings at its discretion and charge the Unit Owner for such costs.

E. Damage to Plantings:

1. It is not the responsibility of the Association if damage is caused by the lack of care by the Unit Owner or Occupant.

~~X~~ Rule 6. **Personal Property Storage and Usage on Unit Property**

Porches, open porches, rear patios and courtyards shall not be used for the long-term storage of personal property or for hanging or cleaning garments or other household items. No drying of laundry will be permitted outside of the Units or in the courtyards or patio areas. Rear patio areas, whether enclosed or not, must be kept in a clean and neat appearance at all times.

Rule 7. **Occupancy of Unit**

Occupancy Requirements:

A. No business of any kind may be conducted in or from the residence.

B. Visitors may stay for a duration of no longer than 21 (twenty one) consecutive days during a six (6) month period.

- C. Any child while visiting any Owner or Occupant and using the recreation and park facilities must be accompanied by an adult at all times.

Rule 8. **Pets**

- A. In accordance with the Declaration of Covenants and Amendments, pets are restricted as follows:

1. A Pet is permitted only with Board approval.
2. A Pet that is permitted must be less than 25 pounds and is to be kept only on the limited area specific to the Unit Property or within the Unit by the Owners or Occupants.
3. The number of pet that may be permitted per Unit is limited to one (1). A guest's pet is permitted only with the approval of the Board of Directors through the Property Management Company and are bound by these same rules. A guest's pet may only stay as long as a guest is permitted to stay.
4. In the State of Florida, it is required by law that each dog, cat, and ferret over the age of four (4) months receives a rabies vaccination. Proof that an Owner's pet has received a rabies vaccination must be submitted to the Property Management Company.
5. In Pinellas County, it is also required that you obtain a license for your pet. Proof that an Owner's pet has up-to-date license for their pet must be submitted to the Property Management Company.
6. No feeding of any wild animals and bird feeders are **not permitted** on any property.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot other than such animals may be considered household pets and kept upon such lot. There shall be a limit of one dog or one cat per each dwelling and shall be of a size that the weight shall not exceed twenty-five (25) pounds. Any pet owner shall strictly observe the City of Dunedin leash lawn, County of Pinellas, and State of Florida general law. All pets must be strictly controlled at all times

and not become a nuisance, or by constantly barking, annoying other residents. No animal waste shall be permitted on the common elements, or individual unit owners' property, nor shall waste be allowed to remain on individual lots.

8. According to Pinellas County Code, Chapter 14 – Animals: Section 14-30, 4: Public Nuisance Animals – "Placing food or garbage, allowing the placement of food or garbage, or offering food or garbage in such a manner that it attracts cats, dogs, raccoons, coyotes or other wildlife and thereby creates a public nuisance."
9. According to Pinellas County Code, Chapter 14 – Animals: Section 14-62 (a): Dogs or cats at large: "No dog or cat shall run at large within the county, as defined under this article. Any person who possesses, harbors, keeps, or has control or custody of any dog or cat which is running at large shall be in violation of this article, regardless of the knowledge, intent, or culpability of the owner."

**Rule 9. Garbage Disposal**

- A. Subject to Dunedin's City Code, which shall take precedence, garbage and trash disposal is as follows:
  1. Garbage containers:
    - a. The Association provides a garbage dumpster at the entrance of the community. Please bag all garbage and place in the dumpster.
    - b. Do not throw fat or grease down drain lines. Fat or grease is to be disposed of properly.
    - c. Garbage days are Monday and Thursday of each week.
    - d. The disposal of large items that do not fit into the dumpster is allowed by contacting the Property Management Company to make special arrangements with the City of Dunedin for proper disposal. The additional dump fee will be passed on the Unit Owner or Occupant for reimbursement of disposal fee.
    - e. All boxes must be broken down prior to disposal in dumpster.

**Rule 10. Maintenance of Unit Exteriors**

Each Home Owner has the sole responsibility for the maintenance and repair of the unit building and interior portions. No Unit Owner or Occupant shall make any exterior repairs, modifications or paintings unless it conforms to the existing color and styles of the community. No exterior enclosures, patios, storage sheds or other structures whatsoever may be installed in, **hung from**, or constructed upon, the areas or within the rear or side patio areas. Please keep our community neat and tidy.

No signage is to be displayed or mounted anywhere on any unit exterior. Real estate sales or For Rent signs are to be no larger than 18" x 24".

**Rule 11. Notices**

All official notices of the Association shall bear the signature of an officer along with the Association's official seal. In the alternative, official notices may bear the signature of the Property Management Company along with the Association's official seal. No Board member shall make, circulate or post notices of any kind or type whatsoever which purport or represent to be an official notice of the Association through the Property Management Company. Notices of a social nature or purpose are excluded from this restriction. However, all such notices must bear the signature of the party (Unit Owner or Occupant) circulating the same, and such party shall be fully responsible for its contents. Such notices may be posted in any public area with the approval of the Association or the Property Management Company, provided the posting does not become unsightly or a nuisance.

**Rule 12. Parking and Vehicles Permitted on Unit Property**

Parking of vehicles and those vehicles permitted to be parked on Unit Property are subject to the following restrictions and conditions:

**A. Number of vehicles and vehicle description:**

1. Each Unit Owner or Occupant is entitled to one (1) vehicle and each Unit Owner or Occupant has one (1) designated marked parking spot in their own marked designated area. Each Unit Owner may not have more than two (2) vehicles per unit.
2. Unit Owners or Occupants are limited to transportation vehicles. A transportation vehicle is defined as:

- a. Cars
- b. Scooters
- c. Vans, minivans, sport utility vehicles
- d. Station wagons
- e. Pick-up trucks no greater than ¾ ton
- f. No vehicles with lettering.
- g. No double parking, one behind the other.

3. Not permitted to be parked are defined as:

- a. Boats or other watercraft
- b. Motorcycles
- c. Business equipment
- d. RV's or moving vans – 48 hours to load and unload (Unit Owner or Occupant only)
- e. Trailers
- f. Inoperative vehicles or unregistered vehicles. Violators will be towed at owners' expense.

B. Additional Parking:

1. Owners with a second vehicle may park in the visitors spot. No Unit Owner, Renter, or Guest may park in another Unit Owners' designated spot without an Owner's permission and filed with the Property Management Company.
2. Landscaped area – **NO** parking permitted! (No wheels on grass).

**Rule 13. Leasing and Sales of Unit Property**

Upon receipt of the required documents, application and fees, along with proof of age, and with prior written approval by the Board of Directors or the Property Management Company, each Unit Owner has the right to lease his/her Unit, subject to the terms and conditions of the Planned Residential Development Certificate of Amendment and Restatement of Restrictions and the following Association conditions and Rules and Regulations.

It is the responsibility of the Unit Owner to inform any agent or individual acting in the Unit Owner's behalf so as to ensure compliance with the following conditions and restrictions:

**A. Occupancy:**

This is a single-family dwelling.

**1. Age Requirements and Restrictions:**

a. Tahitian Place is a single-family community.

**B. Documentation required:**

1. A completed Association Application Form with each applicant's information.

a. A \$100.00 Application fee per unit is required for either a lease or sale.

b. Background checks are required for all permanent Unit Owners and Renters.

c. The property management company must complete the tenant check. Unit Owner's verbal approval is unacceptable.

2. A copy of driver's license for each applicant.

3. A copy of the proposed Lease or Sales Contract.

4. A signed form stating that the buyer applicant has received a copy of the Tahitian Place Home Owners' Association Documents, which are the Declaration of Covenant and Restrictions, Articles of Incorporation, By-laws and a copy of these Rules and Regulations and agrees to abide by these documents. A signed form stating that the tenant applicant will receive only a copy of these Rules and Regulations and must also agree to abide by them.

B. Personal Interview:

1. A personal interview with the lessee or new buyer by a member of the Board of Directors through the Property Management Company is required within two (2) weeks of a tenant taking occupancy or the scheduled closing of a sale of the Unit Property.
2. The Unit Owner should contact the Board of Directors through the Property Management Company to arrange for the personal interview. All of the documentation listed above in Rule 13, B must be submitted at the time of this interview.

C. Lease Renewals for a Lessee:

1. If the Unit Owner's Lessee should become a nuisance or continually disobey the Association's governing documents, the Board of Directors or Property Management Company can demand that the Unit Owner not renew or extend the lease.

Rule 14. Fining Authority:

The Association shall have the authority to enforce by legal means the provisions of the governing documents and these Rules and Regulations, by levying fines against a member or member's tenants, guest, or invitees, or both. Fines may not exceed \$100.00 per violation against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the board who are not an officer, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The Association shall be entitled to interest at the highest rate as allowed by the law for any unpaid fine.

CERTIFICATE OF AMENDMENT  
TO  
RULES AND REGULATIONS  
FOR  
TAHITIAN PLACE, A HOME OWNERS' ASSOCIATION

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Board Members of Tahitian Place on March 18, 2015, by a vote of not less than a majority and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Rules and Regulations for Tahitian Place, a Home Owners' Association, as originally recorded in O.R. Book 17208, Pages 1428-1443, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Rules and Regulations of Tahitian Place, A Home Owners' Association, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Rule 15. Collection Policy".

IN WITNESS WHEREOF, Tahitian Place Home Owners' Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 18 day of March, 2015.

TAHITIAN PLACE HOMEOWNERS' ASSOCIATION, INC.

By:



John Host, President



*Patricia A. Givens*

Patricia Givens, Secretary

TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

By: Francis J. Kelly 25 MAR 2011  
Francis J. Kelly, President

By: John Host 3-28-11  
John Host, Vice President

By: Gloria M. de Pinho  
Gloria DePinho, Secretary/Treasurer

By: Robert Slaven  
Robert Slaven, Director

By: Jean Evans  
Jean Evans, Director

By: Murietta Slaven  
Murietta Slaven, Director

By: Maria S. Wiberg  
Maria S. Wiberg, LCAM, Property Manager  
Premier Properties of Pinellas, Inc.



Simultaneous with recording the claim of lien, the attorney shall send the unit owner a certified letter advising the claim of lien has been recorded, setting the amount due, including interest, late charges, and attorney fees, and demanding payment in full within 30 days, or the Association will commence a foreclosure action.

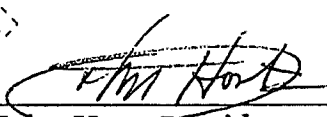
Section 4. That legal counsel will advise the Association and request authorization to commence foreclosure proceedings against any unit owner who remains delinquent after notice is provided as noted in Section 3.

Section 5. That a copy of all correspondence and communication shall be placed in the Association records for the unit. Directors shall advise any involved unit owner to seek the guidance of an attorney.

Adopted on March 18, 2015, by the Board of Directors of Tahitian Place Home Owners' Association, Inc.

Tahitian Place Home Owners Association, Inc.

By: \_\_\_\_\_

  
John Host, President

(Corporate Seal)


Patricia Givens, Secretary

EXHIBIT "A"

COLLECTION POLICY

TAHITIAN PLACE, A HOME OWNERS' ASSOCIATION  
RULES AND REGULATIONS,  
RULE 15. COLLECTION POLICY

EFFECTIVE JUNE 1, 2015

A resolution of the Board of Directors establishing procedures for the collection of delinquent assessments was adopted on March 18, 2015 and the aforementioned procedure shall become effective June 1, 2015.

Be it hereby resolved by the Board of Directors, as follows:

Section 1. That all assessments or assessment installments not received by the Association by the 15<sup>th</sup> day of the month shall be deemed delinquent. A late fee of \$25.00 shall be assessed to the unit owner's account on the 15<sup>th</sup> day of every month in which the balance is \$110.00 or greater. The management company shall notify the unit owner of the total due, including the late fee, by regular mail. A copy of the notification shall be placed in the Association's records for the unit.

Section 2. That for any assessment or assessment installment totaling \$110.00 plus any accrued late fees not paid within 30 days of the first notice (15<sup>th</sup> day of the following month) the management company shall notify the unit owner of the total due, including the late fee, by certified mail. The letter will set forth the exact amount due, including late fees, and will give the unit owner 30 days to pay the amount in full, or claim of lien will be filed. A copy of the notification shall be placed in the Association records for the unit.

Section 3. That if the unit owner does not respond within the next 30 days (15<sup>th</sup> day of the following month), the manager will advise legal counsel to file a claim of lien.

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on March 22, 2002, as shown by the records of this office.

The document number of this corporation is N02000002493.



CR2EO22 (1-11)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Third day of November, 2017

*Ken Petzner*

Ken Petzner  
Secretary of State

CERTIFICATE OF AUTHENTICITY  
AS TO THE  
ARTICLES OF INCORPORATION AND BY-LAWS  
FOR  
TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the attached Exhibit "1" constitutes a true and correct copy of the Articles of Incorporation of Tahitian Place Home Owners Association, Inc., and any amendments to same and the attached Exhibit "2" constitutes a true and correct copy of the By-Laws of Tahitian Place Home Owners Association, Inc., and any amendments to same.

TRAILS WEST OF DUNEDIN, INC. is the Homeowners Association organized for the purpose of administering a development known as Tahitian Place in Pinellas County, Florida, in accordance with those certain Restrictions for Tahitian Place originally recorded at O.R. Book 4600, Page 1678 et seq., the Party Wall Agreement for Tahitian Place recorded at O.R. Book 4600, Page 1683 et seq., and the Common Elements: Regulations, Easements, Restrictions and Use recorded at O.R. Book 4600, Page 1687 et seq., as same have been amended from time to time, all of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, John Host, as President, and Patricia Givens, as Secretary, of TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this 26<sup>th</sup> day of June, 2018.

Two Witnesses as to

President:

Elizabeth Host  
Witness Signature

ELIZABETH HOST  
Witness Printed Name

Marie Wiberg  
Marie S. Wiberg msu

STATE OF FLORIDA  
COUNTY OF PINELLAS

TAHITIAN PLACE HOME OWNERS  
ASSOCIATION, INC.

By:

John Host  
John Host, as President

ATTEST:

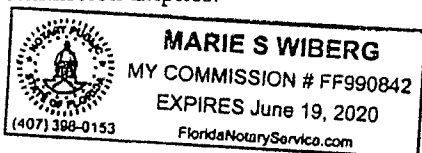
Patricia A. Givens  
Patricia Givens, as Secretary  
Printed Name

BEFORE ME, the undersigned authority, personally appeared John Host and Patricia Givens, to me known to be the President and Secretary, respectively, of TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC., and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 26<sup>th</sup> day of June, 2018.

My Commission Expires:

Marie Wiberg  
Notary Public, State of Florida



## ARTICLE IV

### POWERS

Without limitation, this Association is empowered as follows:

(a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association as successor to the Association named in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") applicable to the property and recorded at O.R. Book 4600, Page 1678 et. seq. in the Public Records of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs;

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property;

(e) Dedications. With the approval of two-thirds (2/3) of voting members present at vote, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions as two-thirds of voting members present at vote determine;

(f) Mergers. With the approval of two-thirds (2/3) of the voting members present at vote, participate in mergers and consolidations with other non-profit corporations organized for similar purposes;

(g) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and Corporate Property consistent with the rights and duties established by the Declaration and these Articles;

(h) General. Have and exercise all common law rights, powers, and privileges, and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 MAR 22 PM 1:20

ARTICLES OF INCORPORATION  
OF  
TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC.  
A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

NAME

The name of this corporation is TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC., a Florida corporation not for profit, (hereinafter referred to as the "Association").

ARTICLE II

OFFICE AND REGISTERED AGENT

The Association's registered office is 1980 Tahitian Place, Dunedin, Florida 34698, and its registered agent is Joseph R. Cianfrone who maintains a business office at 1968 Bayshore Boulevard, Dunedin, Florida 34698. Both the Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

PURPOSE

The Association does not contemplate pecuniary gain or profit to its members, and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residential lots within that certain tract of property (hereinafter referred to as the "Property") in Pinellas County, Florida known as Tahitian Place, and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference.

ARTICLE VII

BOARD OF DIRECTORS

changed  
to 5

Section 1. This Association's affairs are managed by a Board of Directors composed of three Directors. The number of Directors from time to time may be changed by amendment to the Association's Bylaws, but at all times it shall be an odd number of three or more. The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors shall be one year. Any Director may succeed himself or herself in office. Each member may cast as many votes for each vacancy as such member has, and the person receiving the largest number of votes cast for each vacancy is elected. Directors shall be Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

<u>Name</u>	<u>Address</u>
Roseanne Boscarello	1980 Tahitian Place, # 27 Dunedin, Florida 34698
James Slaven	1980 Tahitian Place, # 18 Dunedin, Florida 34698
Murietta Slaven	1980 Tahitian Place, # 18 Dunedin, Florida 34698

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator is:

<u>Name</u>	<u>Address</u>
Joseph R. Cianfrone, Attorney	1968 Bayshore Boulevard Dunedin, Florida 34698

ARTICLE IX

DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of members present at a meeting called for such purpose. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Associations

of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessarily to effectuate the exercise of any right, power or privilege so granted;

(i) Enforcement. To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, Bylaws, and these Articles, and all Rules and Regulations, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof.

## ARTICLE V

### MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot. An Owner who is a contract vendor may assign his membership and voting right to a contract vendee in possession.

## ARTICLE VI

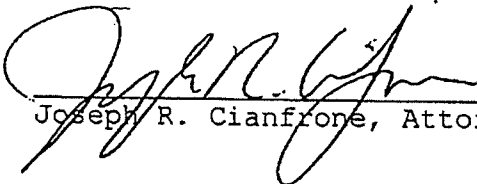
### VOTING RIGHTS

The Association shall have one class of voting membership, Class A.

Class A: Class A members shall be all Owners of improved lots containing a single family dwelling unit, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any dwelling/lot, all such persons shall be members. The votes for such dwellings shall be exercised as determined by the Owners, but in no event shall more than one vote be cast with respect to any dwelling/lot.

For the purposes of this Section, single family dwellings occupied for such use are occupied by one or more persons living within a residence as a single housekeeping unit, or two or more persons related by blood, marriage, or legal adoption and living together as a single housekeeping unit.

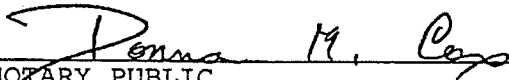
undersigned, constituting the incorporation of this Association,  
have executed these Articles of Incorporation this 25 day of  
MARCH, 2002.

  
Joseph R. Cianfrone, Attorney

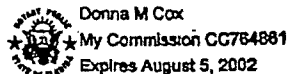
STATE OF FLORIDA  
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally  
appeared Joseph R. Cianfrone, to me well known to be the person  
described in, and who signed the foregoing Articles of  
Incorporation of Tahitian Place Home Owners Association, Inc., and  
who acknowledged to me that she executed and subscribed such  
Articles for the purposes set forth herein.

WITNESS my hand and official seal this 25 day of MARCH  
2002.

  
NOTARY PUBLIC

My Commission Expires:




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

TAHITIAN PLACE HOME OWNERS, INC., desiring to organize under  
the laws of the State of Florida, as a corporation not for profit  
with its principal office as indicated in its Articles of  
Incorporation, and the address of its registered agent as:

**ACCEPTANCE**

Having been named to accept service of process for the  
foregoing corporation at the place designated in this Certificate,  
I hereby agree to act in this capacity, and I further agree to



comply with the provisions of all statutes, including the duties and obligations imposed by Chapter 617, Florida Statutes, relative to the proper and complete performance of my duties.

Joseph R. Cuyler

MARCH 25, 2002  
Date

M:\TAHITIANPLACE\ArticlesofIncorp.frm

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
02 MAR 22 PM 1:20

EXHIBIT "A"

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 28 South, Range of 15 East and go N 00°19'13" W, 480.09 feet, along the East line of the SW 1/4 of the NE 1/4 of said Section 25; thence N 89°12'19" W, 340.00 feet, for a Point of Beginning; thence continue N 89°12'19" W, 315.42 feet, to a point on the east boundary of Ranchwood Estates, as recorded in Plat Book 70, pages 5, 6 and 7 of the Public Records of Pinellas County, Florida; thence along said east boundary, N 00°22'38" W, 759.00 feet to a point on the south boundary of the aforementioned Ranchwood Estates; thence along said south boundary, N 89°40'47" E, 316.11 feet; thence S 00°19'13" E, 765.14 feet, to the Point of Beginning, containing 5.524 acres more or less.

PREPARED BY AND RETURN TO:  
JOSEPH R. CLANFRONE, P.A.  
1964 Bayshore Boulevard  
Dunedin, Florida 34698

**CERTIFICATE OF AMENDMENT  
TO  
BY-LAWS  
FOR  
TAHITIAN PLACE**

NOTICE IS HEREBY GIVEN that at a meeting of the members on March 4, 2006, by the approval of the owners as required by the By-Laws for Tahitian Place, the By-Laws are hereby amended as follows:

The By-Laws for Tahitian Place are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to By-Laws for Tahitian Place."

IN WITNESS WHEREOF, TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 13<sup>th</sup> day of April, 2006.

TAHITIAN PLACE HOME OWNERS  
ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

By: [Signature]  
President

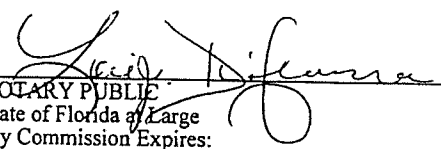
[Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 2006, by William Evans, President, and Muriella Staven, Secretary of Tahitian Place Home Owners Association, Inc., a Florida corporation, on behalf of the corporation.

They are personally known to me or have produced Driver Id as  
identification.

E152934211270/07  
8943-44-8781

  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



Lori J. DiFrancesco  
MY COMMISSION # DD323432 EXPIRES  
September 26, 2008  
BONDED THROUGH FARM INSURANCE, INC.

M:\amends\AMENDS\TahitianPlace-By-LawAM-Fining.0406.wpd

UNOFFICIAL COPY

SCHEDULE OF AMENDMENTS  
TO  
BY-LAWS  
FOR  
TAHITIAN PLACE

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY STRIKE THROUGH  
OMISSIONS INDICATED BY ELLIPSIS....

The By-Laws for Tahitian Place shall be amended by adding an entirely new paragraph regarding Fining Authority to read as follows:

Fining Authority. The Association shall have authority to enforce by legal means the provisions of the governing documents and rules and regulations, by levying fines against a member or a member's tenants, guests or invitees or both. Fines may not exceed \$100.00 per violation against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate.

A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The Association shall be entitled to interest at the highest rate as allowed by law for any unpaid fine.

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EXHIBIT "A"

**NOTICE OF ADMINISTRATIVE RIGHTS**

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

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

DEPENDING ON WHETHER MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

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

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

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

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



# Tax Parcel Viewer

## Create Property Map

Parcel Id: 25-28-15-88995-000-0380

Select Layout:

Portrait

Set Map Title:

Tahitian Place

Download

Cancel



**TAHITI'AN PLACE**  
**ies Subject to Declaration**

**Legal Description of Pr.**

**ETTL, JOSEPH**

Lot 1 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; to the POB, thence S. 89°40'47" W. 11 feet; thence S. 00°19'13" E. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence S. 00°19'13" E. 14.67 feet; thence S. 89°40'47" W. 8.72 feet; thence S. 00°19'13" E. 41.33 feet; thence N. 89°12'19" W. 23 feet; thence N. 00°19'13" W. 67.05 feet; thence N. 89°40'47" E. 49 feet; thence S. 00°19'13" E. 7.50 feet to the POB together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**KLEMANSKI, JEANNE**

Lot 2 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go N. 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 60.50 feet; to the POB; thence S. 89°40'47" W. 11 feet; thence S. 00°19'13" E. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence S. 00°19'13" E. 14.67 feet; thence S. 89°40'47" W. 8.72 feet; thence S. 00°19'13" E. 41.33 feet; thence S. 89°12'19" E. 26.01 feet; thence N. 00°19'13" W. 60.50 feet to the POB together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**KELLY, FRANCIS J. and LILLIAN M.**

Lot 3 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 75.50 feet; to the POB; thence S. 89°40'47" W. 11 feet; thence N. 00°19'13" W. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence N. 00°19'13" W. 14.67 feet; thence S. 89°40'47" W. 8.72 feet; thence N. 00°19'13" West 22.83 feet; thence S. 89°40'47" W. 23 feet; thence S. 00°19'13" E. 49 feet; thence N. 89°40'47" E. 49 feet; thence N. 00°19'13" W. 7.5 feet to the POB together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**HALPA, FRANCISZEK EDWIN and KAZIMIERA HELEN**

Lot 4 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 75.50 feet; to the POB, thence S. 89°40'47" W. 11 feet; thence N. 00°19'13" W. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence N. 00°19'13" W. 14.67 feet; thence S. 89°40'47" W. 8.72 feet; thence N. 00°19'13" W. 22.83 feet; thence N. 89°41'47" E. 26 feet; thence S. 00°19'13" E. 41.50 feet to the POB together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**HALEF, GEORGE A.**

Lot 5 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 158.50 feet; to the POB, thence S. 89°40'47" W. 11 feet; thence S. 00°19'13" E. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence S. 00°19'13" E. 14.67 feet; thence S. 89°40'47" W. 8.72 feet; thence S. 00°19'13" E. 22.83 feet; thence S. 89°40'47" W. 23 feet; thence N. 00°19'13" W. 49 feet; thence N. 89°40'47" E. 49 feet; thence S. 00°19'13" E. 7.50 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**SOURINI, JEFFREY and STACY**

Lot 6 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 158.58 feet; to the POB, thence S. 89°40'47" W. 11 feet; thence S. 00°19'13" E. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence S. 00°19'13" E. 14.67 feet; thence S. 89°40'47" W. 8.72 feet; thence S. 00°19'13" E. 22.83 feet; thence N. 89°40'47" E. 26 feet; thence N. 00°19'13" W. 41.50 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**RASHID, TONY**

Lot 7 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 173.50 feet; to the POB, thence S. 89°40'47" W. 11 feet; thence N. 00°19'13" W. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence N. 00°19'13" W. 14.67 feet; thence S. 89°40'47" W. 8.72 feet; thence N. 00°19'13" W. 22.83 feet; thence S. 89°40'47" W. 23 feet; thence S. 00°19'13" E. 49 feet; thence N. 89°40'47" E. 49 feet; thence N. 00°19'13" W. 7.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**WATSON, EDIE J.**

Lot 8 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 173.50 feet; to the POB, thence S. 89°40'47" W. 11 feet; thence N. 00°19'13" W. 4 feet; thence S. 89°40'47" W. 6.28 feet; thence N. 00°19'13" W. 14.67 feet; thence S. 89°40'47" W. 6.72 feet; thence N. 00°19'13" W. 22.83 feet; thence N. 89°40'47" E. 26 feet; thence S. 00°19'13" E. 41.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**BIBA, NICK**

Lot 9 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 252.50 feet; to the POB thence S. 89°40'47" W. 9 feet; thence S. 00°19'13" E. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence S. 00°19'13" E. 8.72 feet; thence S. 89°40'47" W. 25.53 feet; thence S. 00°19'13" E. 22.5 feet; thence N. 89°40'47" E. 49 feet; thence N. 00°19'13" W. 37.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**BORDE, CARLTON**

Lot 10 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 252.50 feet; to the POB thence S. 89°40'47" W. 9 feet; thence S. 00°19'13" E. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence S. 00°19'13" E. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence N. 00°19'13" W. 28.5 feet; thence N. 89°40'47" E. 49 feet; thence S. 00°19'13" E. 13.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**HUELIN, KEITH**

Lot 11 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 279.50 feet, to the POB thence S. 89°40'47" W. 9 feet; thence N. 00°19'13" W. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence N. 00°19'13" W. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence N. 89°40'47" E. 49 feet; thence N. 00°19'13" W. 13.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**BONSERA, JOHN J.**

Lot 12 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 279.50 feet, to the POB, thence S. 89°40'47" W. 9 feet; thence N. 00°19'13" W. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence N. 00°19'13" W. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence N. 89°40'47" E. 49 feet; thence S. 00°19'13" E. 37.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**BURBANO, MILTON B. and MORAN, JANETH M.**

Lot 13 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 354.50 feet, to the POB, thence S. 89°40'47" W. 9 feet; thence N. 00°19'13" E. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence S. 00°19'13" E. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence S. 89°40'47" E. 22.5 feet; thence S. 89°40'47" E. 49 feet; thence N. 00°19'13" W. 37.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**HUELSMAN, BRIAN KEITH**

Lot 14 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 354.50 feet, to the POB, thence S. 89°40'47" W. 9 feet; thence S. 00°19'13" E. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence S. 00°19'13" E. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence N. 00°19'13" W. 28.5 feet; thence N. 89°40'47" E. 49 feet; thence S. 00°19'13" E. 13.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**SLAVEN, JAMES E. and NURIETTA L.**

Lot 15 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 381.50 feet to the POB, thence S. 89°40'47" W. 9 feet; thence N. 00°19'13" W. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence N. 00°19'13" W. 7.2 feet; thence S. 89°40'47" W. 25.33 feet; thence S. 00°19'13" E. 28.5 feet; thence N. 89°40'47" E. 49 feet; thence N. 00°19'13" W. 13.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**BUCKLEY, VIOLA L.**

Lot 16 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 381.50 feet to the POB, thence S. 89°40'47" W. 9 feet; thence N. 00°19'13" W. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence N. 00°19'13" W. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence N. 89°40'47" E. 49 feet; thence S. 00°19'13" E. 37.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**MOSKALCZYK, MATTHEW L. and KATHLEEN M.**

Lot 17 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" E. 480.09 feet; thence N. 89°12'19" W. 526.40 feet; thence N. 00°19'13" W. 419 feet; thence S. 89°40'47" W. 5 feet; thence N. 00°19'13" W. 13.5 feet to the POB, thence S. 89°40'47" W. 4 feet; thence N. 00°19'13" W. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence N. 00°19'13" W. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence S. 00°19'13" E. 28.5 feet; thence N. 89°40'47" E. 44 feet; thence N. 00°19'13" W. 13.5 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**SLAVEN, JAMES E. and MURIETTA L.**

Lot 18 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 575.41 feet; thence N. 00°19'13" W. 469.05 feet; thence N. 89°40'47" E. 49 feet to the POB, thence S. 00°19'13" E. 37.5 feet; thence S. 89°40'47" W. 9 feet; thence N. 00°19'13" W. 6.28 feet; thence S. 89°40'47" W. 14.67 feet; thence N. 00°19'13" W. 8.72 feet; thence S. 89°40'47" W. 25.33 feet; thence N. 00°19'13" W. 22.5 feet; thence N. 89°40'47" E. 49 feet to the POB, together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**FRAUSTO, IRMA**

Lot 19 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25 Township 28 South, Range 15 East and go North 00°19'13" W. 480.09 feet; thence N. 89°12'19" W. 575.41 feet; thence N. 00°19'13" W. 469.05 feet; thence N. 89°40'47" E. 69.81 feet; thence S. 00°19'13" E. 25.31 feet; thence N. 89°40'47" E. 7 feet; thence S. 00°19'13" E. 10 feet; thence N. 89°40'47" E. 7 feet; thence S. 89°40'47" W. 34 feet; thence N. 00°19'13" W. 6.5 feet; thence S. 89°40'47" W. 5 feet; thence N. 00°19'13" W. 46 feet to the POB together with a 1/39<sup>th</sup> interest in and to the Common Elements.

**EVANS, WILLIAM O. II**

Lot 20 of an unrecorded plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section of 25, Township 28 South, Range 15 East and go N 00°19'13" W. 480.09 feet; thence N 89°12'19" W. 575.41 feet; thence N 00°19'13" W. 469.05 feet; thence N 89°40'47" E. 69.81 feet to the P.O.B, thence S 00°19'13" E. 7.00 feet, thence S 45°19'13" E. 5.93 feet; thence S 00°19'13" E. 13.00 feet; thence N 89°40'47" E. 21.00 feet; thence N 00°19'13" W. 52.50 feet; thence S 89°40'47" W. 39.19 feet to the POB. TOGETHER WITH a 1/39<sup>th</sup> interest in and to the Common Elements.

**CAPAI CO, MONICA**

Lot 30, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 196.69 feet to the POB; thence S 89° 40'47" W, 35.81 feet; thence S 00° 19'13" E, 7.00 feet, thence S 89° 40'47" W, 10.00 feet; thence S 00° 19'13" E, 7.00 feet; thence S 89° 40'47" W, 5.93 feet; thence S 89° 40'47" West, 13.00 feet; thence South 00° 19'13" East, 15.50 feet; thence North 89° 40'47" East, 63.00 feet; thence North 00° 19'13" West, 33.69 feet to the POB Together with an interest in and to the common elements. All lying and being in Pinellas County, Florida.

**WRIGHT, DARLA**

Lot 31, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 129.31 feet to the POB, thence South 89° 40'47" West, 35.81 feet; thence North 00° 19'13" West, 7.00 feet; thence South 89° 40'47" West, 10.00 feet; thence North 00° 19'13" West, 7.00 feet; thence North 45° 19'13" West, 5.93 feet; thence South 89° 40'47" West, 13.00 feet, thence North 00° 19'13" West, 15.50 feet; thence North 89° 40'47" East, 63 feet; thence South 00° 19'13" East, 33.69 feet to the POB, Pinellas County, Florida. TOGETHER WITH a 1/39th interest in and to the Common Elements.

**SNOW, GREGORY LEE and WRIGHT, SHARRON DONESE**

Lot 32, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 129.31 feet to the POB; thence S 89° 40'47" W, 35.81 feet; thence N 00° 19'13" W, 7.00 feet; thence South 89° 40'47" West, 10.00 feet; thence North 00° 19'13" West, 7.00 feet; thence North 45° 19'13" West, 5.93 feet; thence South 89° 40'47" West, 18.00 feet, thence S 00° 19'13" E, 37.50 feet; thence North 89° 40'47" East, 68.00 feet; thence North 00° 19'13" West, 19.31 feet, to the POB, all lying and being situated in Pinellas County, Florida. Together with an undivided 1/39th interest in and to the common elements filed of record September 22, 1977 in O.R. Book 4600, page 1687, Public Records of Pinellas County, Florida.

**HOST, JOHN and HOST, ELIZABETH**

Lot 33, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 55.00 feet; thence S 89° 40'47" W, 126.00 feet; thence N 00° 19'13" W, 105.50 feet; thence N 89° 40'47" E, 18.00 feet to the POB thence S 00° 19'13" E, 13.00 feet; thence S 45° 19'13" E, 5.98 feet; thence S 00° 19'13" E, 7.00 feet; thence N 89° 40'47" E, 10.00 feet; thence S 00° 19'13" E, 7.00 feet; thence N 89° 40'47" E, 25.81 feet; thence N 00° 19'13" W, 31.19 feet; thence S 89° 40'47" W, 40.00 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.

**ADKINS, PATRICIA A.**

Lot 34 of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 55.00 feet; thence S 89° 40'47" W, 126.00 feet; thence N 00° 19'13" W, 105.50 feet; thence N 89° 40'47" E, 18.00 feet to the POB thence S 00° 19'13" E, 13.00 feet; thence S 45° 19'13" E, 5.93 feet; thence S 00° 19'13" E, 7.00 feet; thence N 89° 40'47" E, 10.00 feet; thence S 00° 19'13" E, 7.00 feet; thence N 89° 40'47" E, 25.81 feet; thence South 00° 19'13" East, 19.31 feet; thence South 89° 40'47" West, 58.00 feet; thence North 00° 19'13" West, 50.50 feet; thence North 89° 40'47" East, 18.00 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.

**SWIRK, JOHN P.**

Lot 35, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 55.00 feet; thence S 89° 40'47" W, 86.00 feet to the POB; thence South 89° 40'47" West, 40.00 feet; thence North 00° 19'13" West, 55.00 feet; thence North 89° 40'47" East, 21.81 feet; thence South 00° 19'13" East, 27.81 feet; thence North 89° 40'47" East, 7.00 feet; thence South 00° 19'13" East, 10.00 feet; thence North 89° 40'47" East, 7.00 feet; thence South 45° 19'13" East, 5.93 feet; thence South 00° 19'13" East, 13.00 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.

**UGARRIZA, NORMA**

Lot 36, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 55.00 feet; thence S 89° 40'47" West 68.00 feet to the POB; thence North 00° 19'13" West 55.00 feet, thence South 89° 40'47" West 36.19 feet; thence South 00° 19'13" East 27.81 feet; thence North 89° 40'47" East 7.00 feet; thence South 00° 19'13" East 7.00 feet; thence North 45° 19'13" East 5.93 feet; thence South 00° 19'13" East 13.00 feet; thence North 89° 40'47" East 18.00 feet to the POB, Public Records of Pinellas County, Florida. TOGETHER WITH a 1/39th interest in and to the Common Elements.

**LARDO HOLDINGS LLC**

Lot 37, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 55.00 feet; thence S 89° 40'47" West 50.00 feet to the Point of Beginning; thence North 00° 19'13" West 13.00 feet; thence North 44° 40'47" East 5.93 feet; thence North 89° 40'47" East 7.00 feet; thence North 00° 19'13" West 10.00 feet; thence North 00° 19'13" West 10.00 feet; thence North 89° 40'47" East 7.00 feet; thence North 00° 19'13" West 27.81 feet; thence South 89° 40'47" West 36.19 feet; thence South 00° 19'13" East 55.00 feet; thence North 89° 40'47" East 18.00 feet to the POB Situate, lying and being in Pinellas County, Florida. Together with an undivided interest in and to the Common Elements described in Official Records Book 4600, Page 1687, Public Records of Pinellas County, Florida.

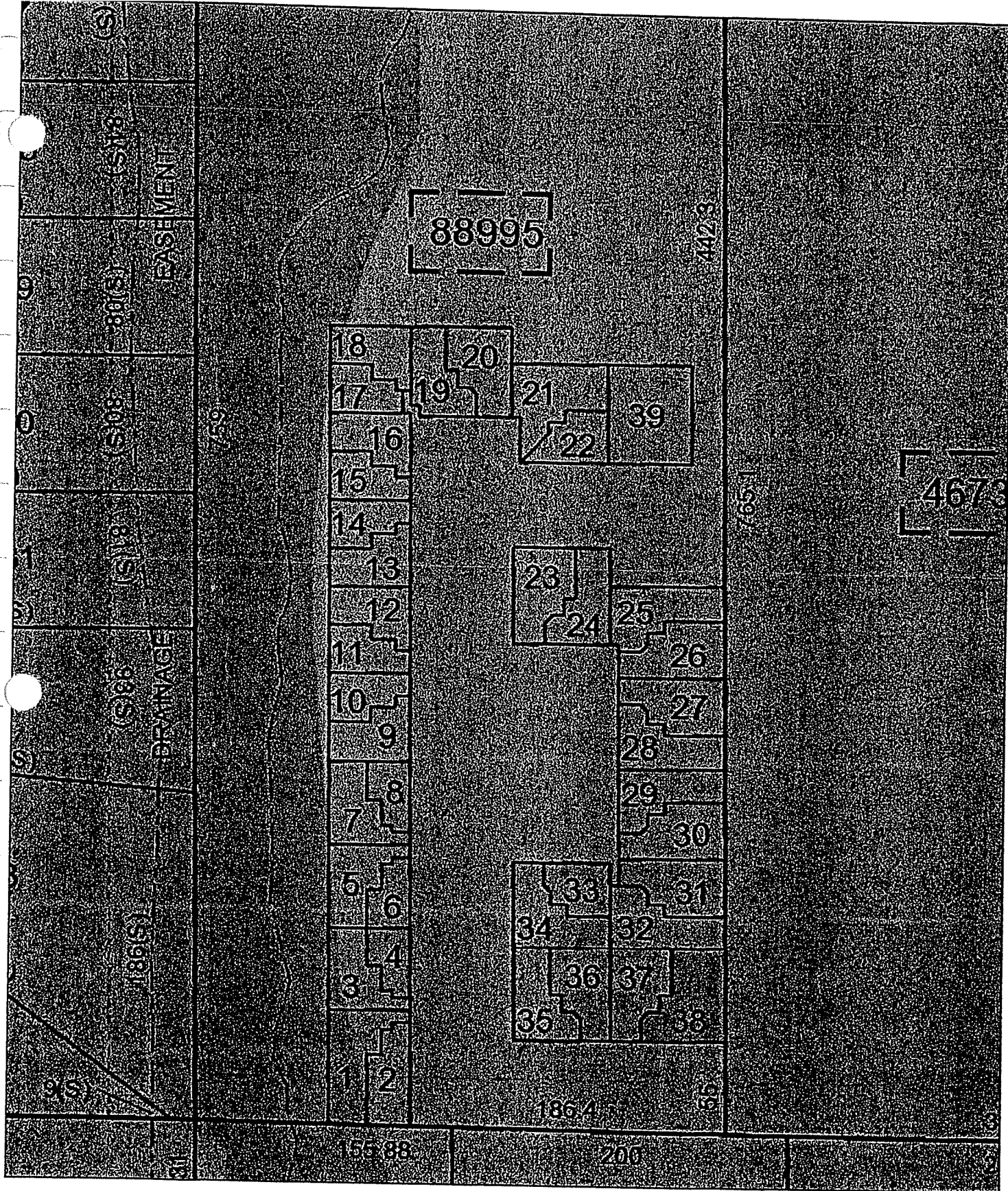
SMITH, ELEANOR A.

Lot 38, Unrecorded Plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 55.00 feet to the POB; thence South 89° 40'47" West, 50.00 feet; thence North 00° 19'13" West, 13.00 feet; thence North 44° 40'47" East, 5.93 feet; thence North 89° 40'47" East, 7.00 feet; thence North 00° 13'13" West, 10.00 feet; thence 89° 40'47" East, 7.00 feet; thence North 00° 13'13" West, 27.81 feet; thence North 89° 40'47" East, 31.81 feet; thence South 00° 19'13" East, 55.00 feet to the POB; Grantors also convey an undivided 1/39th interest in and to the common elements described in the certain common elements dated August 5, 1977, Recorded in O.R. Book 4600, Page 1687, Public Records of Pinellas County, Florida. begin at a pt n 535.09 ft & w 340 ft of sw corner of sw 1/4.-0380, Dunedin, Fl.

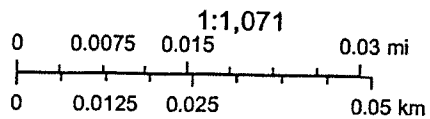
WEIS, DIANA

Lot 39, unrecorded Tahitian Place, being more particularly described as follows: Commence at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of Section 25, Township 28 South, Range 15 East, Pinellas county, Florida; and go North 00° 19'13" West, 480.09 feet; thence North 89° 12'19" West, 575.41 feet; thence North 00° 19'13" West, 469.05 feet; thence North 89° 40'47" East, 109.00 feet; thence South 00° 19'13" East, 21.00 feet; thence North 89° 40'47" East, 58.00 feet to the POB; thence North 89° 40'47" East, 50.00 feet; thence South 00° 19'13" East, 58.00 feet; thence South 89° 40'47" West, 50.00 feet; thence North 00° 19'13" West, 58.00 feet to the POB. Together with an undivided interest in the common elements.

<p><b>EVANS, WILLIAM O. and EVANS, JEANNE A. as Trustees of The William O Evans and Jeanne A. Evans Revocable Trust under Agreement dated October 15, 2008</b></p> <p>Lot 21, of an Unrecorded Plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 575.41 feet; thence N 00° 19'13" W, 469.05 feet; thence N 89° 40'47" E, 109.00 feet; thence S 00° 19'13" E, 21.00 feet to the POB; thence N 89° 40'47" E, 58.00 feet; thence S 00° 19'13" E, 26.81 feet; thence S 89° 40'47" W, 25.81 feet; thence S 00° 19'13" E, 7.00 feet; thence S 89° 40'47" W, 10.00 feet; thence S 00° 19'13" E 7.00 feet; thence S 44° 40'47" W, 24.32 feet; thence N 00° 19'13" W, 26.50 feet; thence S 89° 40'47" W, 5.00; thence N 00° 19'13" W, 31.50 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.</p>	<p><b>EVANS, WILLIAM O. and EVANS, JEANNE A. as Trustees of The William O Evans and Jeanne A. Evans Revocable Trust under Agreement dated October 15, 2008</b></p> <p>Lot 22, of an Unrecorded Plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 575.41 feet; thence N 00° 19'13" W, 469.05 feet; thence N 89° 40'47" E, 109.00 feet; thence S 00° 19'13" E, 21.00 feet; thence North 89° 40'47" East, 109.00 feet; thence South 00° 19'13" East, 21.00 feet; thence North 89° 40'47" East, 58.00 feet; thence South 00° 19'13" East 26.81 feet to the Point of Beginning POB; thence South 89° 40'47" West, 25.81 feet; thence south 00° 19'13" East, 7.00 feet; thence South 89° 40'47" West, 10.00 feet; thence South 00° 19'13" East, 7.00 feet, thence South 44° 40'47" West 24.32 feet; thence North 89° 40'47" East, 53.00 feet; thence North 00° 19'13" West, 31.19 feet to POB, together with a 1/39th interest in and to the Common Elements</p>
<p><b>FIMOWICZ, ROBERT A.</b></p> <p>Lot 23, of an Unrecorded Plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 if the NE 1/4 of Section 25, Township 28 South, Range 15 East, and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 323.00 feet; thence S 89° 40'47" W, 68.00 feet; thence N 00° 19'13" W, 22.50 feet; thence S 89° 40'47" W, 20.81 feet to the POB; thence S 00° 19'13" E, 29.81 feet; thence S 89° 40'47" W, 7.00 feet; thence S 00° 19'13" E, 10.00 feet; thence S 89° 40'47" W, 7.00 feet, thence S 44° 40'47" W, 5.93 feet; thence S 00° 19'13" E, 13.00 feet; thence S 89° 40'47" W, 19.00 feet; thence N 00° 19'13" W, 57.00 feet; thence N 89° 40'47" E, 37.19 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.</p>	<p><b>FREY, ZOE M.</b></p> <p>Lot 24 of an Unrecorded Plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 if the NE 1/4 of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida, and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 323.00 feet; thence S 89° 40'47" W, 68.00 feet; thence N 00° 19'13" W, 22.50 feet; thence S 89° 40'47" W, 20.81 feet to the POB, thence South 00° 19'13" East, 29.81 feet, thence S 89° 40'47" W, 7.00 feet; thence S 00° 19'13" E, 10.00 feet; thence S 89° 40'47" W, 7.00 feet, thence S 44° 40'47" W, 5.93 feet; thence S 00° 19'13" E, 13.00 feet; thence North 89° 40'47" East, 39.00 feet, thence North 00° 19'13" West, 57.00 feet, thence South 89° 40'47" West 20.81 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.</p>
<p><b>JONES, TERRENCE W.</b></p> <p>Lot 25 of an Unrecorded Plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 if the NE 1/4 of Section 25, Township 28 South, Range 15 East, then go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 302.69 feet to the POB; thence run S 00° 19'13" East, 7.00 feet; thence S 89° 40'47" W, 10.00 feet; thence S 00° 19'13" E, 7.00 feet; thence S 44° 40'47" W, 5.93 feet; thence S 89° 40'47" W, 13.00 feet; thence N 00° 19'13" W, 4.00 feet; thence S 89° 40'47" W, 5.00 feet; thence N 00° 19'13" W, 34.50 feet; thence N 89° 40'47" E, 68.00 feet; thence S 00° 19'13" E, 20.31 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements, as set forth in a document at O.R. 4600, Page 1687, of the Public Records of Pinellas County, Florida.</p>	<p><b>SLAVENS, ROBERT and SLAVENS, EILEEN</b></p> <p>Lot 26 of an Unrecorded Plat of Tahitian Place otherwise described as follows: Commence at the SE corner of the SW 1/4 if the NE 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 302.69 feet to the POB; thence S 89° 40'47" W, 35.81 feet; thence S 00° 19'13" E, 7.00 feet; thence S 89° 40'47" W, 10.00 feet; thence S 00° 19'13" E, 7.00 feet; thence S 44° 40'47" W, 5.93 feet; thence S 89° 40'47" W, 13.00 feet; thence S 00° 19'13" E, 15.60 feet; thence N 89° 40'47" E, 63.00 feet; thence N 00° 19'13" W, 33.69 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.</p>
<p><b>DUBREUIL, ROSARIO BISH</b></p> <p>Lot 27 of an unrecorded Plat of Tahitian Place otherwise described as: Commence at the SE corner of the SW 1/4 if the NE 1/4 of Section 25, Township 28 South, Range 15 East, Pinellas County, Florida; and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 235 feet to the POB; thence S 89° 49'47" West, 35.81 feet; thence S 00° 19'13" E, 7.00 feet; thence S 89° 40'47" W, 10.00 feet; thence North 00° 19'13" West 7.00 feet, thence North 45° 19'13" West, 5.93 feet; thence South 89° 40'47" West, 13.00 feet; thence North 00° 19'13" West, 15.50 feet thence North 89° 40'47" East, 63.00 feet; thence South 00° 19'13" East, 33.69 feet to the POB TOGETHER WITH an undivided interest in and to the common elements filed for record September 27, 1977 in O.R. Book 4600, Page 1687, Public Records of Pinellas County, Florida.</p>	<p><b>MURTY, JOHN D. and/ MURTY, ELIZABETH C.</b></p> <p>Lot 28, of the Unrecorded Plat of Tahitian Place, described as follows: Commence at the SE corner of the SW 1/4 if the NE 1/4 of Section 25, Township 28 South, Range 15 East, thence N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 235.31 feet to the POB; thence S 89° 40'47" W, 35.81 feet; thence N 00° 19'13" W, 7.00 feet; thence S 89° 40'47" W, 10.00 feet; thence N 00° 19'13" W, 7.00 feet; thence N 45° 19'13" W, 5.93 feet; thence S 89° 40'47" W, 13.00 feet; thence S 00° 19'13" E, 37.50 feet; thence N 89° 40'47" E, 63.00 feet; thence N 00° 19'13" W, 19.30 feet to the POB TOGETHER WITH a 1/39th interest in and to the Common Elements.</p>
<p><b>DENATALE, JOSEPH and DENATALE, LINDA DUNN</b></p> <p>Lot 29, of an Unrecorded Plat of Tahitian Place, otherwise described as follows: Commence at the SE corner of the SW 1/4 if the NE 1/4 of Section 25, Township 28 South, Range 15 East and go N 00° 19'13" W, 480.09 feet; thence N 89° 12'19" W, 340.00 feet; thence N 00° 19'13" W, 196.69 feet to the POB; thence S 89° 40'47" W, 35.81 feet; thence S 00° 19'13" E, 7.00 feet, thence S 89° 40'47" W, 10.00 feet; thence S 00° 19'13" E, 7.00 feet; thence S 44° 40'47" W, 13.00 feet; thence N 00° 19'13" W, 37.50 feet; thence N 89° 40'47" E, 63.00 feet; thence S 00° 19'13" E, 19.31 feet to the POB Together with an undivided 1/39th interest in and to the common elements filed for record in Official Records Book 4600, Page 1687, Public Records of Pinellas County, Florida.</p>	



November 29, 2017



<http://www.pcpao.org>

**PARCEL MAP USE DISCLAIMER**

The PINELLAS COUNTY PROPERTY APPRAISER PARCEL MAP is not a substitute for a TITLE SEARCH or LAND SURVEY. The PARCEL MAP is maintained solely for the purpose of creating the

June 11, 2018

Tiffany A. Grant, Esq.  
Cianfrone, Nikoloff, Grant & Geenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

**Re: Tahitian Place Home Owners Association, Inc.; Approval;  
Determination Number: 18102**

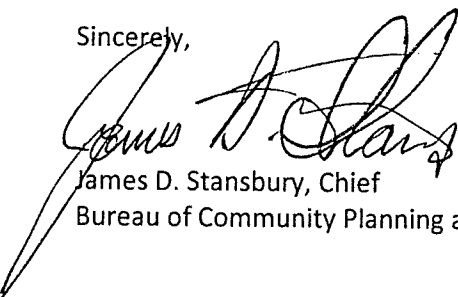
Dear Ms. Grant:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Proposed Revived Declaration) and other governing documents for the Tahitian Place Home Owners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the revitalization of the Association's Proposed Revived Declaration is approved.

The Association is required to comply with the requirements in sections 720.407(1)-(3), Florida Statutes, including recording the above revitalized documents along with this approval determination in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

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

JDS/ss/rm

**Exhibit "C"**

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](https://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.