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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LAURA STREET TOWNHOMES OF CLEARWATER**

THIS DECLARATION, made as of the date hereinafter set forth by LAURA STREET TOWNHOMES L.C., a Florida Limited Liability Company, hereinafter referred to as Declarant.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property situated in the County of Pinellas, State of Florida, which is more particularly described in the attached Exhibit "A".

LAURA STREET TOWNHOMES OF CLEARWATER is a residential development, consisting of multi-family buildings, containing two story townhomes, each residence being platted on a separate lot. The residential community includes private streets, common areas and recreational facilities to be constructed on all or part of the described property, all as Declarant, in its sole discretion, shall determine and in such styles, mix, configuration, and manner as Declarant alone shall determine. Declarant, by this Declaration, desires to submit the property described in Exhibit "A" to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to LAURA STREET TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC. (which was originally known as Primo Townhomes of Clearwater Homeowners Association, Inc.), its successors and assigns, as shown in Composite Exhibit "B", Parts 1 and 2.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real and personal property now or hereafter owned or leased by the Association or dedicated for use or maintenance by the Association or its members, regardless of whether or not title is conveyed to the Association.

Section 5. "Residential Unit" shall mean a single family residence, intended for independent ownership and use, and shall include within its terms each living unit in a multi-family building. Residential lots upon which one (1) attached residence may be constructed shall be shown on the plat or plats of survey filed with such Declarations or incorporated therein by reference.

Section 6. "Declarant" shall mean and refer to LAURA STREET TOWNHOMES L.C., its successors and assigns if such successor or assigns should acquire more than five (5) undeveloped lots from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

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

- a) The right of the Association to charge reasonable fees for the use of any facility now or hereafter situated or constructed upon the Common Area;
- b) The right to use of the facilities of an Owner for any period during which any assessment of the Association against said Owner's Residential Unit remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed sixty (60) days.
- c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded;

d) The right of the Association to adopt reasonable rules and regulations controlling the use of the Common Areas to promote the health, safety and common interests of all the Owners;

e) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common areas or for constructing, repairing, or improving facilities located thereon and to give as security for the payment of such loans a mortgage conveying all or any portion of the Common Area except streets, provided, further, that the creation of such mortgage shall require approval of two-thirds (2/3) of each class of members;

f) Any limitations on use contained elsewhere in this Declaration, including easement for the benefit of Owners of Residential Units, for minor building encroachments as hereinafter set forth in Section 8 of this Article II.

Section 2. Owner's Right to Ingress, Egress and Support.
Each Owner shall have the right to ingress and egress over, upon and across the Common Area streets, for access to his or her Residential Unit and shall have the right to lateral support, such rights shall be appurtenant to and pass with the title to each Residential Unit.

Section 3. Use of Common Area. Except for the right of ingress and egress, the Owners are hereby prohibited and restricted from using any of said property outside their respective Residential Units except as may be allowed by the Association's Board of Directors or as may be expressly permitted in a Declaration to which the Properties or any part thereof are submitted for the purposes of creating a residential association. No planting or gardening shall be done upon the Common Area, and fences, hedges, or walls shall be erected or maintained upon the Common Area except as are installed in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. No antennae of any kind may be erected upon the Common Area or upon the exterior of any Residential Unit except as expressly allowed by the Telecommunications Act of 1996. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 4. Signs. No sign of any kind shall be displayed to the public view on the Properties without the prior written

consent of the Board or its designate except customary name and address signs and one "for sale" sign of not more than two (2) square feet in size advertising the Residential Unit for sale, which, except as provided herein, shall be placed on the Residential Unit offered for sale. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on the Common Area. Nothing herein shall preclude community identification signs and/or directional signage within the community, as approved initially by the Developer, and thereafter by the Homeowners Association, through its Board of Directors.

Section 5. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept, or permitted to wander on the Common Area, except for areas specifically designated for such purpose by the Board, such as dog walking areas, to the extent provided.

Section 6. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and facilities located thereon, including but not limited to the Recreation Area. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified in a regular or special meeting by the vote of Class "A" members holding a majority of the total votes in the Association and by the majority vote of the Class "B" members so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosures, as provided herein. No fine or suspension may be imposed without at least fourteen (14) days written notice to the person or property Owner to be fined or suspended, and a right to be heard at 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 a spouse, parent, child, brother, or sister of an officer, director, or employee. Any fine or suspension imposed must be by a majority vote of said committee.

Section 7. Construction and Sale Period. Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant to maintain and carry on, during the period of construction and sale of the lots or the Residential Units, upon such portion of the Common Area as the Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonable required, convenient, or incidental to the construction or sale of such residences, including, but without limitations, business offices, signs, model units, sales and construction offices. The right to maintain and carry on such facilities and activities shall include

specifically the right to use residences owned by Declarant or other builders as models and sales offices, or lodging, if necessary, during said period.

Section 8. Easements for Utilities, Etc. There is hereby reserved the power to grant blanket easements upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining master television antenna systems, security and similar systems, and all utilities, including, but not limited to, water, sewers, telephones and electricity. This power to grant easements is reserved to the Declarant for so long as the Declarant owns two (2) or more lots in the Subdivision; thereafter, the power to grant easements is reserved to, and is made a power of, the Board of Directors. By virtue of any such easement, it shall be expressly permissible for the providing utility company or other supplier or service to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain utility wires, circuits and conduits on, above, across and under the roofs and exterior walls of the residences. Notwithstanding anything to the contrary contained in this Paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as may be provided by the Association's Board of Directors or as provided herein. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this Paragraph shall in no way affect any other recorded easements on the Properties.

Each Residential Unit shall have an easement on the Common Areas and the adjoining lot(s) upon which the companion portion of the multi-family building is located, for the purpose of allowing minor building encroachment on such Common Areas and the adjoining lot(s), should the Residential Unit not be constructed exactly upon the lot line separating it from the adjoining Residential Unit(s) comprising the multi-family building and/or the Common Areas.

Section 9. Drainage. Each Owner shall have a drainage easement across each and every other Owner's lot for the natural flow of rainwater run-off and no structure, digging or other activity conducted by an Owner may interfere with said drainage easement. Nothing shall be done by any Owner to affect existing swales or to affect or block any area designated for drainage.

ARTICLE III
EXTERIOR MAINTENANCE

All exterior maintenance shall be the responsibility of the Association. The cost of such exterior maintenance shall be added to, and become part of, the assessment to which such

lot/Residential Unit is subject, said additional assessment being due and payable immediately upon the assessment's accrual.

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Structural Change. The Owners of the respective Residential Units shall make no structural changes in a party wall(s).

Section 4. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, Owners, if an uninsured loss, who have used the wall, may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof not covered by insurance in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 5. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost not covered by insurance of furnishing the necessary protection against such elements.

Section 6. ARBITRATION. IN THE EVENT OF ANY DISPUTE ARISING CONCERNING A PARTY WALL, OR UNDER THE PROVISIONS OF THIS ARTICLE, THE PARTIES AGREE TO SUBMIT SAID DISPUTES TO BINDING AAA ARBITRATION. IN ANY SAID ARBITRATION, THE VENUE SHALL BE PINELLAS COUNTY, FLORIDA, AND THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN ALL PROCEEDINGS. EACH PARTY SHALL CHOOSE ONE ARBITRATOR, AND THE TWO (2) SELECTED ARBITRATORS SHALL SELECT A THIRD ARBITRATOR, AND THE DECISION BY A MAJORITY OF ALL THE ARBITRATORS SHALL BE FINAL. THIS IS AN EXPRESS JURY TRIAL WAIVER REGARDING ANY PARTY WALL DISPUTES.

ARTICLE IV MEMBERSHIP VOTING RIGHTS AND POWERS

Section 1. Every Owner of a lot that is subject to an assessment is bound to and hereby agrees that he shall accept

membership in the LAURA STREET TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC. and does hereby agree to be bound by this Declaration, the Articles of Incorporation and the By Laws of the Association and the rules and regulations enacted pursuant thereto. Membership is automatic upon acquisition of ownership of a lot and may not be transferred apart and separate from a transfer of the ownership of the lot. Membership shall not run to persons who hold an interest in a lot merely as security for performance of an obligation.

Section 2. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine pursuant to provisions for voting in the By-Laws of the Association but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B members shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership in the happening of either of the following event, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Five years following conveyance of the first lot and/or Residential Unit.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) monthly assessments or charges; 2) additional assessments as provided by the Articles herein; 3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and 4) special reconstruction assessments as provided herein. The monthly assessment, additions to assessments and all special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be a

lien in favor of the Association for the benefit of all lot Owners. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and of the units situated upon the Properties. The regular monthly assessments as determined by the Association shall include, but not be limited to, the following expenses:

- a) Maintenance of the exteriors of Residential Units, including roofs;
- b) Maintenance and repair of Recreation Areas and facilities, roads, sidewalks, entrance monuments and entrance walls, water lines, sanitary sewer facilities beyond the boundaries of the lots, storm drainage facilities within the Properties, and Common Area electric;
- c) Real estate taxes and other fees imposed on property owned by the Association;
- d) Lawn and landscaping maintenance of the Common Areas and individual Residential Units, including irrigation and sprinkler maintenance;
- e) Common Area management and maintenance;
- f) Insurance as provided herein or as subsequently determined by the Association;
- g) Repayment of any debts incurred by the Association as provided herein and Association administration expense;
- h) Basic cable T.V. only - excludes rental equipment, installation costs, program upgrades, etc.; and
- i) Reserves.

NOTE: Water and sewer charges to the individual Residential Units are not common expenses and are paid separately by the Owners.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot and/or Residential Unit to an Owner, the maximum monthly

assessment, excluding additions thereto as provided herein, shall be the same for each Residential Unit.

a) From and after January 1 of the year immediately following the conveyance of the first lot and/or Residential Unit to an Owner, the maximum monthly assessment, excluding additions thereto as provided herein, may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot and/or Residential Unit to an Owner, the maximum monthly assessment, excluding additions thereto as provided herein, may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements and Initial Start Up Fee. In addition to the monthly assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost not covered by insurance of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition to other assessments described herein, each initial owner shall pay to the Association a start up fee in the amount of One Hundred Fifty and No/100 Dollars (\$150.00), as a capital contribution to fund the initial Association operating expenses.

Section 5. Special Reconstruction Assessments. In addition to the assessments provided in Sections 3 and 4, the Association by majority vote of the Board of Directors may levy a special reconstruction assessment on the affected lot Owners applicable to that year only for the purpose of defraying in whole or in part, the cost not covered by insurance or otherwise allocated in Article VII for reconstruction and repair of the improvements on the lots, provided that the lot Owners have not voted against reconstruction.

Section 6. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4

shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership, shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Rate of Assessment. Both regular and special assessments shall be charged to all lots, with completed dwellings thereon equally. Regular and special assessments may, at the discretion of the Board of Directors, be billed and/or collected on a monthly basis. Any lots without completed units shall pay an assessment proportionate to the Association's administrative expenses and expenses in the Common Area; provided, that no lot shall pay less than fifteen percent (15%) of the full assessment. The additions to assessments provided herein shall be due and payable immediately upon accrual and collected by the Association immediately upon accrual.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The monthly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of title. The first monthly assessment shall be prorated as to date of conveyance of title. The Board of Directors shall fix the amount of the monthly assessments against each lot at least thirty (30) days in advance of each monthly assessment period. Written notice of the monthly assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest permitted by Florida usury laws per annum. In the event that the assessment remains unpaid after sixty (60) days, the Association may accelerate the remaining assessment installments due on the non-payment lot for the remainder of the fiscal year by providing five (5) days notice of the Association's intent to accelerate which shall make the entire remaining assessment for that fiscal year immediately due and payable to the Association and/or bring an action at law against the Owner personally obligated to pay the same, and/or file a lien, and foreclose the lien against the property. No Owner may waive or

otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and liens for ad valorem taxes. Persons or entities other than first mortgagees acquiring liens or encumbrances or Homestead Rights provided by Florida Law on any lot after this Declaration shall have been recorded in the Public Records of Pinellas County shall be deemed to consent to the liens and assessments of the Association and any such subsequent lien or encumbrance of Homestead Rights shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure by a first mortgagee or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Exempt Property. The assessments, charges and liens created under this Article shall not apply to the Common Area nor shall the assessments apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII
INSURANCE

Section 1. Purchase, Custody and Payment. All insurance policies described herein covering portions of the Properties, and/or liabilities or responsibilities of the Association shall be purchased by the Association. The named insured shall be the Association, individually, and as agent for Owners or lots covered by the policy. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, if an Insurance Trustee is appointed by the Board of Directors pursuant to the provisions of this Article, and all policies and endorsements thereto shall be deposited with the Insurance Trustee, if an Insurance Trustee is appointed by the Board of Directors. In all other insurance, payments shall be made by the Association, and policies and endorsements shall be held by the Association. One copy of each insurance policy, or a certificate evidencing such policy and all endorsements thereto, shall be furnished by the Association upon request to each institutional first mortgagee who holds a mortgage upon a lot covered by the policy or policies. Copies of certifications also shall be furnished, upon request, not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate. Unit Owners may obtain insurance coverage at their own expense, and at their own discretion upon the property lying within the improvements of their lots, including, but not limited to, their personal property and for their personal liability and living expense and for any other risk not otherwise insured in accordance with this Article. **NOTE: RESIDENTIAL UNIT OWNERS ARE REQUIRED TO OBTAIN AND PAY FOR CASUALTY INSURANCE COVERING THEIR OWN RESIDENTIAL UNIT(S), FOR FULL REPLACEMENT COVERAGE. INSURANCE COVERAGE DESCRIBED ABOVE RELATES TO COMMON AREA INSURANCE ONLY AND DOES NOT COVER INDIVIDUAL RESIDENTIAL UNITS.**

Section 2. Coverage. The Association shall maintain insurance covering the following:

a) Casualty Coverage on the Common Area. All improvements located on the Common Area from time to time, together with all service machinery contained therein shall be insured in an amount not less than one hundred percent (100%) of the full insurance replacement value thereof, excluding foundation and excavating cost. Such policy or policies may contain reasonable deductible provisions, consistent with the requirements of any interested state or federal agency and institutional first mortgagees holding a mortgage on any portion of the Properties, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of

demolition, vandalism, malicious mischief, wind storm, and water damage; and (ii) such other risk as from time to time is customarily covered with respect to building and improvements similar to the improvements contemplated in Section 2(a) in construction, location and use.

b) Liability. General comprehensive liability insurance, insuring the Association, against liability to and claims of the public, a member of the Association and any other person with respect to liability incurred upon the Common Area or the individual lots based upon or arising out of the Association ownership, or use of the Common Area and the performance of the Association's responsibilities and obligations set forth herein. The liability policy contained in the paragraph shall only provide public liability insurance for individual lot Owners for liability that is connected with the performance of Association responsibilities and obligations set forth herein and Association ownership of the Common Area. The limits of liability shall not be less than Five Hundred Thousand Dollars (\$500,000.00) per single occurrence with respect to bodily injury and/or property damage. Such coverage shall include but not be limited to protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and if applicable: host liquor liability and such other risks as shall customarily be covered for projects similar in construction, location and use.

c) Worker's Compensation. Worker's Compensation and other mandatory insurances, when applicable.

d) Flood Insurance. Flood insurance, if required by the primary institutional First Mortgagee or if the Association so elects.

e) Fidelity Bonds. Fidelity Bonds covering all Directors, Officers, Trustees, and Employees of the Association and all others who handle or are responsible for handling funds of the Association. Such Fidelity Bonds shall meet the following requirements: (i) all such Fidelity Bonds shall name the Association as an obligee; and (ii) such Fidelity Bonds shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses of the Association, including reserves; (iii) such Fidelity Bonds shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression; and (iv) such bonds shall provide that they may not be cancelled or substantially modified (including cancellation or non-payment of premium) without at least

thirty (30) days prior written notice to the Association and to the Primary Institutional First Mortgagee.

f) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time.

Section 3. General Provisions. When appropriate and obtainable, each of the foregoing policies shall provide the following: (i) waiver by the insurer of the insurer's right of subrogation of any claims against the Directors, Officers, the Managing Agent, the Association, the individual lot Owners and/or Residential Unit Owners and their respective household members; (ii) that the policies cannot be cancelled, invalidated, or suspended on account of the conduct of any Director, Officer, or employee of the Association, or the Managing Agent without a prior demand in writing delivered to the Board of Directors of the Association to cure the defect and the allowance of a reasonable time thereafter in which the defect may be cured; (iii) that any "no other insurance" clause contained in the blanket casualty insurance policy shall expressly exclude individual lot Owners' policies from its operation; (iv) that the policies may not be cancelled or substantially modified without at least thirty (30) days prior notice in writing to the Board of Directors of the Association; and (v) that the deductible amount per occurrence on any liability insurance policy acquired by the Association shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00).

Section 4. General Requirements. In addition to any other provisions contained herein, the following requirements shall apply to all policies of insurance acquired by the Association and certain insurance policies obtained by lot Owners; (i) all policies shall be written with a company licensed to do business in Florida and holding a rating of VI or better in the financial category as established by A.N. Best Company, Inc., if available, and if not available, the best rating available; and (ii) all public liability and officers and directors liability insurance shall contain a cross-liability endorsement.

Section 5. Appraisal. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors of the Association shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurance replacement value of the insured property (exclusive of the foundations) as applicable to the Common Area without deduction for depreciation, for the purpose of determining the amount of insurance to be affected pursuant to the casualty insurance provisions herein.

Section 6. Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of the Common Area

by a particular lot Owner shall be assessed against and paid by such Owner. Premiums may be financed in such a manner as the Board of Directors of the Association deems appropriate.

Section 7. Insurance Trustee; Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors of the Association and which, if so appointed, shall be a bank, or trust company of Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid until the same are in trust for the purposes elsewhere stated herein, and for the benefit of the Association.

Section 8. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners thereof in the following manner:

a) Expenses of the Trust. All expenses of the Insurance Trustee shall be the first paid or provision shall be made therefor.

b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such cost shall be distributed to the Association.

c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the Association.

Section 9. Lot Owner's Personal Coverage. The insurance purchased by the Association shall not cover residential units of Owners, nor the liability claims against a lot Owner due to accidents occurring within his lot (excepting claims relating to maintenance by the Association). As a requirement to ownership of a Residential Unit in Laura Street Townhomes of Clearwater, each Residential Unit Owner shall have the obligation to maintain casualty insurance coverage on their Residential Unit(s), and each such policy of insurance shall provide full replacement coverage, in each case.

Each Residential Unit Owner shall be required to maintain insurance, in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof, on their own lot and all buildings thereon, inclusive of but not limited to their Unit, including all fixtures, installations, or additions comprising that part of the building. On each Residential Unit Owner's casualty insurance coverage, the Association, individually, shall be named as an additional insured and co-insured under said policy. The Residential Unit Owner acknowledges and agrees that in the event of a casualty, which results in loss, damage, or destruction, partial or otherwise, to the unit or buildings comprising the unit, the Residential Unit Owner agrees to use the insurance proceeds to rebuild the unit as far as practical to the original condition prior to any casualty. Any reconstruction, restoration, or repair must be made substantially in accordance with the plans and specifications for the original improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes. All restoration, repair, or reconstruction shall be done promptly and each respective Unit Owner shall be individually responsible for any amount by which the cost of such repair or restoration or reconstruction exceeds the insurance proceeds available for such repair, reconstruction, or restoration. Each Residential Unit Owner agrees that any insurance policy obtained for casualty to the unit shall have a clause and policy provision which shall notify the Association thirty (30) days prior to the termination of any policy.

The Association shall not carry insurance coverage for casualty to personal property, and shall not be responsible to unit owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including but not limited to, their personal property and for their personal liability and living expense, and for any other risks not otherwise insured as described above by the Association on their Residential Unit(s), and each such policy of insurance shall provide full replacement coverage, in each case.

ARTICLE VIII

ADDITIONAL POWERS, RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Powers. The Association shall have such general powers as are necessary to exercise the rights and to perform the obligations and duties set out in this Declaration, including, but not limited to the power to buy and convey real property, enter into contracts, adopt rules and regulations for the general well-being of the Community, penalize delinquent members, obtain and maintain such policies of insurance as are required by this Declaration and such other policies as the Board of Directors deems necessary and desirable for the protection of the Association and its Members.

Section 2. Maintenance. The Association shall maintain and keep in good repair the exterior of the buildings, in which the Residential Units are located, as well as the Common Areas and those portions of individual lots, if any, for which the Association is responsible and for this purpose may levy assessments described herein. The roads, water lines, sanitary sewer facilities (including lift stations) beyond the boundaries of the lots, and storm drainage facilities within the Properties are private. They are not dedicated to the public. Therefore, the cost and responsibility of their maintenance will be borne by the Association.

Section 3. The Association shall have a reasonable right of entry upon any lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the properties.

Section 4. Utilities. The Association may obtain all water, gas, electric services and refuse collections for the Common Area and for the performances of the Association's responsibilities provided herein. It may provide a central irrigation water system.

Section 5. Damage to Common Properties and Lots. In the event the Board of Directors of the Association determines by a two-thirds (2/3) vote that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible as provided herein or finds that any Owner is responsible for damage to the Common Area that is not covered by insurance, the Association shall give the Owner written notice by certified mail, postage prepaid, return receipt requested, of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense, which notice shall set forth with particularly the maintenance, repairs and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice to complete the maintenance, repair or replacement in a manner acceptable to the Board of Directors or appear before the Board to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the assessment for which the Owner is responsible, said additional assessment becoming due and payable immediately upon the assessment's accrual and shall become a lien against the lot of the Owner enforceable by the Association, plus all costs of collection, including a reasonable attorney's fee.

Section 6. Condemnation. The Association shall have the authority to represent the Owners in any condemnation proceedings or in any negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award of or proceeds

of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear.

Section 7. Budgets/Financial Reports. The Association must send a copy of its annual Budget or give notice that a copy is available upon request, at no charge within ten (10) days of the written request by the Owner. The Association shall prepare an annual financial report within sixty (60) days of the close of each fiscal year and provide a copy to all members or make copies available upon request at no charge, within ten (10) days of the written request by the Owner.

Section 8. Surface Water Management System.

a) It is the responsibility of the Association to operate and maintain the Surface Water Management System.

b) The Surface Water Management System is owned by the Association, and is included in the common property, as described in the plat for LAURA STREET TOWNHOMES OF CLEARWATER.

c) Assessments levied by the Association include fees for operation and maintenance of the Surface Water Management System as identified in Article VI, Section 2.

d) Any amendment to these documents affecting the Surface Water Management System, including the water management portions of the Common Areas must first have the prior approval of the Southwest Florida Water Management District.

e) This Declaration of Covenants will be in effect for at least twenty-five (25) years with automatic renewal periods thereafter (see Article XI).

ARTICLE IX
RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

Section 1. Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the lots within the Properties other than multi-family residential buildings, with each residential unit therein consisting of a townhouse type residential construction. Each Residential Unit shall be restricted to a single family residency.

Section 2. Lawful Use. No part of the Properties may be used for any purpose tending to injure its reputation; nor to disturb the neighborhood; nor to disturb occupants of adjoining property within the Properties; nor to constitute a nuisance, or for any immoral, illegal, or unlawful purpose; nor resulting in a violation of any public law, ordinance or regulation in any way

applicable thereto. No lot shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use. This shall not preclude a home office, as long as the home office use does not constitute a nuisance. Such home office use shall not impact or disturb the occupants of the residential units and the neighborhood, and such use shall not result in increased visitors and traffic to the Properties. No signage or other visible evidence of such home office shall be utilized or displayed.

Section 3. Maintenance. All buildings and other structures within the Properties and each portion thereof shall at all times be well and properly maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. All landscaping of every kind and character, including shrubs, trees, grass and other plantings, that is not to be maintained by the Association, within the respective lots shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof in a neat and orderly condition, and in a manner to enhance its appearance.

Section 4. Temporary Buildings and Building Materials. No shed, tent, temporary buildings or structures, or storage structures shall be erected, installed, maintained or used on any property within the Properties.

Section 5. Vehicles. No commercial vehicles, mobile homes, motor homes, boats, watercraft, truck, motorcycle, moped, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, used, constructed or repaired on any property within the Properties in such a manner as to be visible from any neighboring property. Sport utility and mini-van passenger vehicles, for the purposes hereof, shall not be prohibited. No motor vehicles, bicycles, etc., shall be parked on any portion of an Owner's lot or the Common Areas, except for designated parking spaces. Parking on unpaved portions of the property is prohibited. Parking on the street is prohibited.

Section 6. Animals. No animals, fowl, reptiles or poultry shall be kept within or about the Properties, except not more than one domestic dog or one domestic cat or two birds may be kept as household pets, provided that they are not kept, bred or raised thereon for commercial purposes. All animals permitted to be kept by this paragraph shall be kept on a leash or property confined within the Properties when not within an enclosed area of a lot. Maximum weight of any dog kept within the subdivision shall not exceed 25 pounds. All pet droppings must be picked up and removed immediately.

Section 7. Signs. Commencing with original occupancy, no signs are permitted on residential buildings, and/or lots, except

address and name identification signs meeting the approval of the Association and one reasonably sized sign advertising the Owner's lot for sale, of typical format, not to exceed two (2) square feet.

Section 8. Rubbish. No weeds, rubbish, debris, objects or materials or any kind shall be placed or permitted to accumulate upon any lot within the Properties if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in covered sanitary containers. All service yards or service areas, sanitary containers and storage piles on any lot within the Properties shall be enclosed or fenced in such a manner that the yards, areas, containers and piles will be not visible from any neighboring property or street. Covered sanitary containers and bundles of trash may be set out for a reasonable period of time before and after schedules trash pick-up times. Empty containers shall be quickly returned to the storage area when empties.

Section 9. Window air Conditioners. No window air conditioning units shall be installed. The Declarant may allow through wall air conditioning units for the garages, at its discretion.

Section 10. Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be suitably screened so as not to be visible from the street or any adjacent or nearby lots.

Section 11. Additional Improvements. Additional improvements to a lot after conveyance by Declarant, including such things as screening and improving the patio, shall be undertaken only pursuant to Association approval.

Section 12. Fences, Hedges and Landscaping. All landscaping plans, except within an Owner's enclosed patio, must receive prior written approval from the Board of Directors of the Association before implementation. Fences and hedges are prohibited as a hindrance to Common Area and individual lot lawn and landscaping maintenance.

Section 13. Antennas. No outside television or other type antennas shall be installed, including "dish" satellite systems and Ham radio or other antenna systems, with the exception of satellite dishes or antennas as expressly allowed by the Telecommunications Act of 1996.

Section 14. Parking Restrictions. Vehicles shall be parked and stored in garages located within the lots, except in designated parking areas and in drives adjoining lots, so as not to block adjoining lots. Overnight parking in the streets located within the Common Areas of LAURA STREET TOWNHOMES OF CLEARWATER is prohibited. No vehicle shall be parked by a lot Owner, their

guests, invitees, etc. at anytime which shall prohibit vehicular access to other lots and drives in LAURA STREET TOWNHOMES OF CLEARWATER. No vehicle shall be allowed in any of the Common Areas of LAURA STREET TOWNHOMES OF CLEARWATER, except paved streets, drives, and designated parking locations. Any parking in the approved Common Areas is limited to temporary parking only.

Section 15. Garage Doors. Replacement garage doors shall be of the same design and materials as per initial installations, unless approved by the Board of Directors. Screen door systems for the overhead garage door entryway are prohibited.

Section 16. Outdoor Cooking Facilities. Outdoor cooking facilities, such as gas or charcoal grills, shall be of portable style only, and shall be stored within the porch or garage of the Residential Unit when not in use.

Section 17. Outdoor Recreation Equipment. Outdoor recreation equipment, such as basketball hoops/poles, trampolines, or any other similar or related equipment is prohibited within the LAURA STREET TOWNHOMES OF CLEARWATER community.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by an proceeding of law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the bind of the land, for a term of twenty-five (25) years from the date this Declaration, if recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by no less than seventy-five percent (75%) of the lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot Owners. Any amendment must be recorded in the Public Records of Pinellas County, Florida.

Section 4. Interpretation. Unless the context requires otherwise, the use of the singular shall include the plural, and vice versa; the use of one gender shall include all genders; and

the use of "including" shall mean "including but not limited to".
The headings and numeration used herein are for indexing purposes
only and shall not be used as a means of interpreting or construing
the substantive provisions hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal,
acknowledged and filed the foregoing Declaration of Covenants,
Conditions and Restrictions of LAURA STREET TOWNHOMES OF
CLEARWATER, under the laws of the State of Florida this 7 day
of March, 2001.

Witness:

LAURA STREET TOWNHOMES L.C., a
Florida Limited Liability
Company

Joseph R. Cianfrone
Witness Signature

Joseph R. Cianfrone
Witness Printed Name

Adelle Brooks
Witness Signature

Adelle Brooks
Witness Printed Name

By: William E. Lazarony
William E. Lazarony,
Managing Member

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing was acknowledged before me this 7 day of
March, 2001, by William E. Lazarony, as Managing Member of LAURA
STREET TOWNHOMES L.C., a Florida Limited Liability Company, who is
personally known to me or who has produced _____
as identification, and who executed the foregoing instrument freely
and voluntarily for the purposes therein expressed, and did not
take an oath.

Joseph R. Cianfrone
_____, Notary Public
State of Florida at Large

My Commission Expires:



Joseph R. Cianfrone
Commission # CC 941519
Expires June 26, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 15 EAST, CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF AFORESAID SECTION 15; THENCE S89°42'42"E ALONG THE CENTERLINE OF DREW STREET, SAID LINE ALSO BEING THE NORTH BOUNDARY OF SAID SECTION 15, A DISTANCE OF 420.02 FEET; THENCE S00°15'08"E, A DISTANCE OF 342.22 FEET TO THE POINT OF BEGINNING; THENCE S89°42'42"E ALONG THE SOUTH RIGHT-OF-WAY OF GROVE STREET, A DISTANCE OF 144.22 FEET TO THE WEST BOUNDARY OF BLOCK 5, R.J. BOOTH'S SUBDIVISION AS RECORDED IN PLAT BOOK 9, PAGE 22, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE S00°12'10"E ALONG SAID WEST BOUNDARY, A DISTANCE OF 239.35 FEET TO THE NORTH RIGHT-OF-WAY OF LAURA STREET; THENCE N89°42'42"W ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 144.01 FEET; THENCE N00°15'08"W ALONG THE EAST BOUNDARY OF W.F. HUGHEY'S SUBDIVISION, AND ITS SOUTHERLY EXTENSION THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, A DISTANCE OF 239.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 34493.07 SQUARE FEET OR 0.79 ACRES MORE OR LESS.

EXHIBIT "A"



PINELLAS COUNTY FLA.
OFF. REC. BK 11326 PG 2270

FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

January 15, 1999

JOSEPH R. CIANFRONE
1968 BAYSHORE BOULEVARD
DUNEDIN, FL 34698

The Articles of Incorporation for PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC. were filed on January 13, 1999 and assigned document number N9900000277. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Doris Brown, Document Specialist
New Filings Section

Letter Number: 999A00002175

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

COMPOSITE EXHIBIT B - PART 1

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
99 JAN 13 PM 12:25

ARTICLES OF INCORPORATION
OF

PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

ARTICLE I

The name of this corporation is PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC. (the "Homeowners Association").

ARTICLE II

The Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617, Florida Statutes, as amended from time to time.

ARTICLE III

The initial principal office and address of this Corporation shall be 6746 Avenue D, Sarasota, Florida 34231.

ARTICLE IV

Joseph R. Cianfrone, Esquire, whose address is 1968 Bayshore Boulevard, Dunedin, Florida 34698, is hereby appointed the initial Registered Agent of this Corporation.

ARTICLE V

The purpose for which this Corporation is organized is to act on behalf of its Members in operating and governing PRIMO TOWNHOMES OF CLEARWATER and to have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, and By Laws may now or hereafter have and exercise, including but not limited to, the following:

- (a) Own and convey property;
- (b) Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention area, culverts and related appurtenances;
- (c) To establish rules and regulations, levy fines, or suspend property owners' rights;
- (d) To assess members and enforce said assessments;
- (e) To sue and be sued;
- (f) To hire attorneys, accountants and other professionals necessary to carry on the lawful business of the Association;
- (g) To contract for services to provide for operation and maintenance if the Association contemplates employing a maintenance company;
- (h) To require all the homeowners, lot owners, property owners or unit owners to be members;
- (i) To exist in perpetuity; however, in the event that the Association is dissolved, the property consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government, and if not accept by same, then the Surface Water Management System shall be dedicated to a similar non-profit corporation;
- (j) To collect assessments from each Member for the maintenance, repair and replacement of certain property (hereinafter referred to as "Common Area"), title to which

shall be held by PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC., its successors and assigns, and to assist the Association in promoting the health, safety and welfare of the residents using the common property and any additions thereto;

(k) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Corporation as set forth in the Declaration of Covenants and Conditions executed by THETA HOMES L.C., a Florida Limited Liability Company (hereinafter referred to as "Declarant") and to be filed in the Official Records Book of Pinellas County, Florida (hereinafter referred to as Declaration"), and the Subdivision Restrictions to be executed by Declarant and to be filed in Official Records Book of Pinellas County, Florida (hereinafter referred to as the "Restrictions"), both applicable to the plat of the property to be recorded in the Office of the Clerk of the Circuit Court of Pinellas County, Florida, and as the same may be amended from time to time as therein provided;

(l) To collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration and Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against any properties of the Corporation; and

(m) To have and to exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, and by law may now or hereafter have and exercise.

(n) Surface Water Management System. The Homeowners Association shall own, maintain and operate a surface water management system which shall be part of the common property of the Homeowners Association, and the cost shall be included in assessments payable by the homeowners to the Homeowners Association. Prior approval of the Southwest Florida Water Management District shall be obtained as to any Amendment hereto that would affect the surface water management system, including the water management portions of the common areas.

ARTICLE VI

The Members of the Corporation shall consist of all of the record owners of each and every fee or undivided fee interest in any Lot subject to the Declaration and to the Restrictions in PRIMO TOWNHOMES OF CLEARWATER. Membership shall be held by the person or entity, or in common by the person or entities, owning such property interest. Membership in the Corporation is limited to Owner(s), as defined in Article I of the Declaration of Covenants and Conditions of PRIMO TOWNHOMES OF CLEARWATER, and as evidenced by the filing of a deed to such Lot. Membership is an incident of ownership and is not separately transferable.

The Corporation shall have two (2) classes of voting membership:

Class A. Class A Member(s) shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as said persons determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

Class B. The Class B Members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Developer shall turn over the Homeowners Association to the Class A Members and the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Five (5) years following conveyance of the first Lot.

ARTICLE VII

The affairs of the Corporation shall be governed by a Board of Directors, which Board shall consist of not less than three (3) and not more than five (5) persons, as established by the By Laws.

With the exception of the initial Board, Directors shall be elected from among the Lot Owners; or if a Lot Owner shall be a corporation, partnership, or trust, then an officer, partner, or beneficiary of

such Lot Owner shall be qualified to be a Director. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Corporation and shall have all of the powers and duties referred to in the Statutes of the State of Florida respecting corporations not for profit.

Provisions for the election of Directors and provisions respecting the removal and resignation of Directors, and for filling vacancies in the Board, shall be established by the By Laws.

ARTICLE VIII

The operation of the Corporation shall be governed by the By Laws.

The By Laws may be altered, amended or supplemented in any duly called meeting of the Members provided;

(a) Notice of the meeting shall contain a statement of the proposed amendment;

(b) If the amendment has received the unanimous approval of the Board of Directors, then it shall be approved upon the affirmative vote of the Members casting a majority of the total votes of the Members of the Corporation;

(c) If the amendment has received less than unanimous approval by the Board of Directors, then the amendment shall be approved by the affirmative vote of the Members of the Corporation casting not less than Fifty Percent (50%) of the total vote of the Members of the Corporation; and

(d) Said amendment shall be certified and recorded among the Public Records of Pinellas County, Florida.

ARTICLE IX -

The affairs of the Corporation shall be administered by the President of the Corporation, assisted by a Vice President, a Secretary and a Treasurer, and if any, the Assistant Secretary and the Assistant Treasurer subject to the directions of the Board of Directors. The Board of Directors, or President with prior approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the exclusive, singular and unique operation or management of the Corporation, provided that no such person or principal or entity employed as managing agent or personnel of the Corporation shall be a Member of the Corporation.

The Board of Directors shall elect the officers of the Corporation at the first meeting of the Board of Directors following the annual meeting of the Members. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided,

however, that the Office of President and Vice President shall not be held by the same person, nor shall the Office of President and Secretary or Assistant Secretary be held by the same person.

The initial officers shall be:

Michael A. Forbes, President
Sergio Andreano, Secretary/Treasurer

ARTICLE X

These Articles of Incorporation may be altered, amended, changed, added to or repealed, in the manner as herein set forth, at any duly called meeting of the Members of this Corporation, provided that notice of the meeting is given in the manner provided for in the By Laws and that the notice contain a full statement of the proposed alteration, amendment, change, addition or repeal of any provision of these Articles, and that at such meeting, there is an affirmative vote of three quarters (3/4) of the Members, qualified to vote, present in person or by proxy in favor of said alteration, amendment, change, addition or repeal, provided that any amendment must be approved in writing by Declarant to have any effect, if said amendment is passed prior to January 10, 2003.

ARTICLE XI

This Corporation shall not have or issue shares of stock. No dividend shall be paid, and no part of the income of the Corporation shall be distributed to its Members, Directors or Officers. This Corporation must pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, may confer benefits upon its Members in conformity with its purposes, and upon dissolution or final liquidation, pursuant

to Chapter 617, Florida Statutes, as amended from time to time, may make distribution to its Members, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income; provided, however, no compensation may be paid for services rendered solely in the capacity of a Director, Officer or Member.

ARTICLE XII

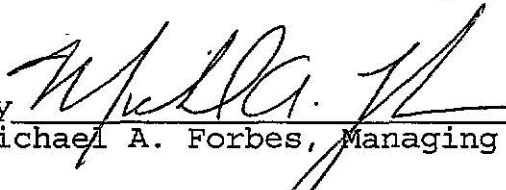
The name and address of the incorporator of this Corporation is as follows:

Theta Homes L. C.,
a Florida Limited Liability Company
c/o Michael A. Forbes
Managing Member
6746 Avenue D
Sarasota, Florida 34231

We, the undersigned, being the incorporator hereinabove named, for the purposes of forming a corporation not for profit, pursuant to Chapter 617, Florida Statutes, do hereby subscribe to these Articles of Incorporation and have hereunto set our hand and seal this 8th day of January, 1999.

THETA HOMES L. C., a
Florida Limited Liability Company

(CORPORATE SEAL)

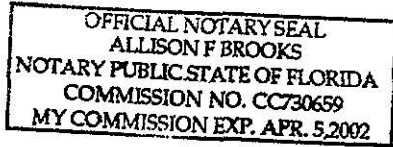
By 
Michael A. Forbes, Managing Member

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing was acknowledged before me this 8 day of January, 1999, by MICHAEL A. FORBES, as Managing Member of THETA HOMES L. C., a Florida Limited Liability Company, on behalf of said Company, who is personally known to me or has produced FIOL FL012-541-63-464-0 for identification,

and who acknowledged that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily for the purposes therein expressed, and did not take an oath.

My Commission Expires:



Allison F Brooks
_____, Notary Public

CERTIFIED BY INITIAL REGISTERED AGENT

Having been named as the initial Registered Agent of PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC., I hereby agree to act in this capacity and agree to maintain said Corporation's initial registered office at 1968 Bayshore Boulevard, Dunedin, Florida 34698, and agree to comply with the provisions of the Florida Statutes relative to keeping open said office.

Joseph R. Cianfrone
Joseph R. Cianfrone, Esquire

Theta\Primo.AOI

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
99 JAN 13 PM 12:25

State of Florida



Department of State

I certify from the records of this office that PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 13, 1999.

The document number of this corporation is N99000000277.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1999, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifteenth day of January, 1999



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

March 26, 2001

JOSEPH R. CIANFRONE, ESQ.
1968 BAYSHORE BLVD.
DUNEDIN, FL 34698

Re: Document Number N99000000277

The Articles of Amendment to the Articles of Incorporation for PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC. which changed its name to LAURA STREET TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC., a Florida corporation, were filed on March 22, 2001.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 487-6050, the Amendment Filing Section.

Thelma Lewis
Corporate Specialist Supervisor
Division of Corporations

Letter Number: 701A00018060

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 22, 2001, to Articles of Incorporation for PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC. which changed its name to LAURA STREET TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N99000000277.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of March, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

PREPARED BY AND RETURN TO:
Joseph R. Cianfrone, Esquire
Joseph R. Cianfrone, P.A.
1968 Bayshore Blvd.
Dunedin, FL 34698

FILED
01 MAR 22 PM 3:30
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation. WE FURTHER CERTIFY THAT the attached Amendment to the Articles of Incorporation of Primo Townhomes of Clearwater Homeowners Association, Inc., a corporation not-for-profit organized in the laws in the State of Florida, filed on January 13, 1999, was duly adopted by the members and the number of votes cast for the amendment was sufficient for approval at a meeting held on October 2, 2000.

IN WITNESS WHEREOF, we have affixed our hands this 7 day of March, 2001, at Pinellas County, Florida.

PRIMO TOWNHOMES OF CLEARWATER
HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

[Signature]
Witness Signature
JOSEPH R. CIANFRONE
Witness Printed Name

By: [Signature]
President

[Signature]
Witness Signature
Adele Brooks
Witness Printed Name

ATTEST:
[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared WILLIAM E. LAZARUS and PIERRE COURNOYER, to me known to be the President and Secretary, respectively, of PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS 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 or have produced NA and NA (Type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 7 day of March, 2001.



Joseph R. Gianfrone
Commission # CC 941519
Expires June 26, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Joseph R. Gianfrone
Notary Public
Printed Name: _____

My commission expires:

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
PRIMO TOWNHOMES OF CLEARWATER HOMEOWNERS ASSOCIATION, INC.

The name of the corporation shall be changed, upon filing with the Department of State, from Primo Townhomes of Clearwater Homeowners Association, Inc. to Laura Street Townhomes of Clearwater Homeowners Association, Inc.

EXHIBIT "A"