

FILED

OCT 28 1990

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BAYOU CLUB COMMUNITY ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, this day voluntarily executes and delivers these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Office of the Secretary of State on October 9, 1986. These Amended and Restated Articles of Incorporation were adopted unanimously by the Board of Directors of the Association on August 2nd, 1990, no members of the Association having been admitted at this time.

ARTICLE I
Name of Corporation

The name of this corporation is: BAYOU CLUB COMMUNITY ASSOCIATION, INC.

ARTICLE II
Principal Office and Registered Agent
(Amended)

The principal office of the Association is located at 8000 Bardmoor Boulevard, Largo, Florida 34647.

The registered agent is Randall E. Gentry, 8000 Bardmoor Boulevard, Largo, Florida 34647.

ARTICLE III
Purpose
(Amended)

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is to provide for maintenance and preservation of the Common Areas (as defined in the BAYOU CLUB COMMUNITY MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, referred to hereinafter as the "Declaration") and to provide, according to the provisions of the Declaration, and any supplements thereto, and within that certain property as shown and described in that certain subdivision plat recorded among the public records of Pinellas County, Florida, to-wit:

BAYOU CLUB ESTATES, REPLAT PHASE I, according to the plat thereof as recorded in Plat Book 105, Pages 74 through 76, inclusive, Public Records of Pinellas County, Florida.

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for the promotion of the health, safety, and welfare of the residents within the above-described property and any additions thereto as may hereafter be subject to the terms and conditions of the Declaration, and in furtherance of these purposes, subject to the terms and conditions of the Declaration, to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein.

B. Make, establish and enforce rules and regulations governing the use of the Common Areas;

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Association, and to use and expend the proceeds of regular and special assessments in the exercise of its powers and duties hereunder;

D. Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

E. Borrow money, and with the assent of 75% of each class of Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

G. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes provided, however, that any such merger or consolidation shall have the assent of 75% of each class of Member;

H. Enforce by legal means the obligations of the Members of the Association and the provisions of the Declaration; and

I. Have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Corporations Not For Profit, laws of the State of Florida, by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by regular and special assessments against Members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any Member.

ARTICLE IV
Members
(Amended)

Every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject to the terms and conditions of the Declaration, as amended from time to time, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Transfers of membership in the Association shall be made on the books of the Association and shall be established by recording among the Public Records of Pinellas County, Florida, a deed or other instrument establishing or transferring fee simple title or an undivided fee interest to a Unit subject to the terms and conditions of the Declaration, as amended from time to time. Thereupon, the transferor's membership in the Association shall automatically terminate.

ARTICLE V
Duration

The period of duration of this Association shall be perpetual.

ARTICLE VI
Subscribers
(Amended)

The name and address of the original subscriber is:

Cheryl Summerson	8449 Bardmoor Place Largo, Florida 33541
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ARTICLE VII
Directors
(Amended)

The affairs and property of this Association shall be managed and governed by a Board of Directors composed of not less than 3 nor more than 11 persons who shall be Members of the Association except as provided below. The first Board shall have 3 members, and in the future that number will be determined from time to time in accordance with the provisions of the By-laws.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Randall E. Gentry	8000 Bardmoor Boulevard Largo, Florida 34647
Arlene M. Elmore	8000 Bardmoor Boulevard Largo, Florida 34647
Robert N. Dukes	8000 Bardmoor Boulevard Largo, Florida 34647

The first members of the Board, who have been appointed by the Developer and need not be Members of the Association, shall be the Board of the Association until the Turnover Date. Thereafter, the Association Members shall elect Board members in accordance with the provisions of the Bylaws.

Developer shall have the right to appoint, designate and elect all of the members of the first Board, provided, however, Developer shall relinquish its right to appoint Directors and shall cause the members of the first Board to resign on the Turnover Date.

ARTICLE VIII

Officers (Amended)

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution determine. The election of officers shall take place at the first meeting of the Board which shall follow each annual meeting of the Members. The names of the officers who are to serve until the first election or appointments are:

Randall E. Gentry
Robert N. Dukes
Arlene M. Elmore

President
Vice President
Secretary/Treasurer

ARTICLE IX

Liability

No officer, Director or Member of the Association shall be or become personally liable for any debt or other obligation of this corporation except as provided in the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

ARTICLE X

Indemnification

Every Director and officer of the Association, and every Member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE XI
By-laws
(Amended)

The By-laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of 75% of each class of Members existing at the time of such meeting, except that the initial By-laws of the Association shall be made and adopted by the Board.

ARTICLE XII
Voting Rights
(Amended)

SECTION 1. Voting Classes. The Association shall have 2 classes of voting membership. When more than one person holds an interest in any Unit, all such persons shall be Members, and shall enjoy full membership rights, privileges and obligations. The vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than 1 vote be cast with respect to any one Unit, and the vote may not be divided among the Owners of any Unit.

A. The 2 classes of voting Members are as follows:

(1) Class A. Class A Members shall be all Owners of Units (save and except for Developer), who shall be entitled to 1 vote for each Unit owned.

(2) Class B. Class B Members shall be the Developer (as defined hereinabove), and shall be entitled to the number of votes equal to the product of the total number of votes in the Class A membership as described above on the date that any issue to be voted upon by the entire membership of the Association comes before the membership at a duly called meeting thereof, multiplied by 4.

Example:

Total number of Class A votes X 4 = Total number of Class B votes
100 X 4 = 400

B. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first (the "Turnover Date"):

(a) On January 1, 2025; or

(b) At any time the Developer shall elect, in its sole discretion, to convert the Class B memberships held by it to Class A membership.

SECTION 2. Developer Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the conversion of Class B membership to Class A membership:

A. Until the Turnover Date, the Class B membership shall have the right of veto on all questions coming before the membership for a vote thereon; and

B. Upon the Turnover Date, the Developer shall become a Class A Member with regard to each Unit owned or buildable by the Developer, as to all of the Development Lands, as that term is defined in the Declaration, notwithstanding anything contained herein to the contrary, and shall be entitled to 1 vote for each such Unit owned or buildable on all questions coming before the membership for a vote thereon.

ARTICLE XIII.
Termination
(Amended)

The Association may be dissolved with the assent given in writing and signed by the holders of not less than 75% of the vote outstanding in each class of membership. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, or distributed to the Members as appurtenances (if real property or any interest therein) to the Members' Units, subject to any and all applicable liens and encumbrances and restrictions of record. This Article is subject to provisions of Chapter 617, Florida Statutes.

ARTICLE XIV
Amendment
(Amended)

Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any of the following methods:

A. The following process:

(1) The Board shall adopt a resolution setting forth the proposed amendment and direction that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

(2) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-laws for the giving of notice of meetings of Members ("Required Notice").

(3) At such meeting a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of 75% of the total votes outstanding of Class A and Class B membership combined. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

B. The Members may amend these Articles by an affirmative vote of 75% of the total votes outstanding of Class A and Class B membership combined, at a meeting for which the required notice of the meeting and the proposed amendment has been given without action by the Board; or

C. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.


No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

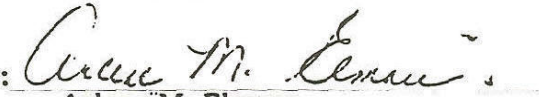
A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including but not limited to the right to designate and select the Directors, without the prior written consent thereof by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of any Institutional Mortgagee.

IN WITNESS WHEREOF, the undersigned have executed and delivered for filing these Amended and Restated Articles of Incorporation this 3rd day of August, 1990.

BAYOU CLUB COMMUNITY
ASSOCIATION, INC.

By: 
Randall E. Gentry,
As President

By: 
Arlene M. Elmore,
As Secretary

(Affix Corporate Seal Here)

PINELLAS COUNTY
OFF. REC. BK. 7652

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 5th day of August, 1990 by Randall E. Gentry and Arlene M. Elmore, as the President and Secretary, respectively, of BAYOU CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.

Charles A. Summers

Notary Public
My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: SEPT. 17, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITE!

(Affix Notarial Seal Here)