

Prepared By and Return To:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
SHANGRI-LA HOMEOWNERS ASSOCIATIONS OF LARGO, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Association on June 19, 2020, by a vote of at least sixty (60%) of a quorum of members present, in person or by proxy, the Amended and Restated Declaration of Covenants Conditions and Restrictions, as originally recorded in O.R. Book 16870, Page 1506 et seq. of the Public Records of Pinellas County, Florida, and the same is hereby amended as follows:

The Amended and Restated Declaration of Covenants Conditions and Restrictions is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Amended and Restated Declaration of Covenants Conditions and Restrictions."

IN WITNESS WHEREOF, SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 30th day of June, 2020.

SHANGRI-LA HOMEOWNERS ASSOCIATION
OF LARGO, INC.

(Corporate Seal)

ATTEST:

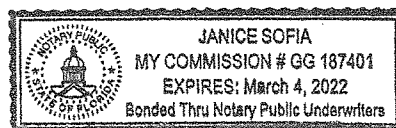
By: Harold Turntine
HAROLD TURNTINE, President
Printed Name

Angela Caruso
ANGELA CARUSO, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of June, 2020, by Harold Turntine and Angela Caruso, President and Secretary, respectively, of Shangri-La Homeowners Association of Largo, Inc., and ☒ is personally known to me or ☐ has produced _____ as identification.

Janice Sofia
NOTARY PUBLIC



SCHEDULE OF AMENDMENTS
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
FOR
SHANGRI-LA HOMEOWNERS ASSOCIATIONS OF LARGO, INC.

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

1. ARTICLE II, The Association, Section 2, Membership, shall be amended to read as follows:

Section 2. Membership. Each Owner of a Unit shall be a member of the Association. The Association membership of each Owner shall be appurtenant to, and inseparable from the Unit Lot giving rise to such membership, and any transfer of the title to a Unit Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot Unit. No one may own more than two (2) Units at the same time. For purposes of enforcing this provision and in order to protect the financial well-being of the Property, "Record Owner," as used in this Section, shall mean the owner of record as indicated by recorded deed or other instrument and shall include fictitious entities. Corporate/Entity owners shall be required to disclose all shareholders of the corporation/entity. Any individual who is a shareholder in any corporation/entity which owns a unit or units shall be treated as an individual Record Owner for purposes of enforcing this provision. All corporate/entity unit owners shall be required to designate an occupant of the unit in question and no other person(s) other than that designated shall be allowed to occupy a unit. If a unit is owned in trust, the trustee(s) shall be required to disclose all beneficiaries of the Trust and any Trustee or beneficiary of the trust shall be treated as an individual Record Owner for purposes of enforcing this provision. Any trustee owner of a unit shall be required to designate an occupant of the unit in question and no other person(s) other than that designated shall be allowed to occupy a unit. The intent of this provision is to prohibit ownership of more than two (2) units by various combinations of: an individual; parties who have an ownership interest in a corporation or other entity; or as Trustee or a beneficiary of a trust.

2. ARTICLE II, The Association, Section 3, Voting Rights, shall be amended to read as follows:

Section 3. Voting Rights. There shall be one (1) vote for each Lot Unit. If joint or multiple owners are unable to agree among themselves as to how their vote is to be cast, none of the votes from that Lot the Unit shall be counted. If any owner casts a vote on behalf on a Lot Unit, it shall be conclusively presumed that that owner was acting with the authority and consent of all owner of that Lot Unit. Each vote in the Association must be cast as a single vote and fractional votes shall not be allowed.

In order to vote, an owner must be in good standing with the Association which is defined as one whose monthly assessments and fees are not 90 days overdue in arrears, and who is not in violation of any provision of this Declaration, the Association's By-Laws, or the Association's Rules and Regulations.

3. ARTICLE VIII, Restrictive Covenants, Section 3, shall be amended to read as follows:

Section 3. Leases and Transfers. Units shall be used for single family residential purposes only. An Owner shall not be authorized to lease his or her Unit during the initial twenty-four (24) months of ownership. All leases shall be for a term of not less than two (2) months and a maximum term of not less than twelve (12) months, and no Unit may be leased more than Owner may rent or lease Units one (1) time in any twelve (12) month period commencing the first day of the rental period, unless a hardship exception is granted in the sole and absolute discretion of the Board of Directors. Only entire residences may be leased; the individual renting of rooms and/or sub-leasing a residence is strictly prohibited.

Prospective Owners and Tenants shall be subject to approval by the Board of Directors prior to the lease or transfer of ownership. No Unit shall be sold, leased or otherwise transferred, without the prior approval of the Association. Owners shall, no less than thirty (30) days in advance of the proposed sale, lease or lease renewal, notify the Board of Directors, in writing, of their intent to sell, lease or renew an existing lease on such forms as the Board may require. The Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct criminal background check(s) on all applicants.

In connection with running criminal and/or financial background check(s), the Association shall be entitled to any information necessary for same. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed sales and leases from time to time.

The Board of Directors may disapprove a proposed lease or occupancy based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval include:

- (i) Prior felony conviction(s), including any pleas of no contest, which indicate a potential threat to the health, safety or welfare of the Community;
- (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iii) Providing false or incomplete information in connection with an application; or
- (iv) Status as a registered sex offender or sexual predator;

The Association shall have the authority to evict any unapproved tenant or Permanent Occupant, or any such individual found in violation of the Associations governing document, as an agent for the Owner pursuant to Chapter 83 of the Florida Statutes. The Owner shall cooperate with the Association in any manner necessary to effectuate the eviction and the Owner shall be solely responsible for any and all court costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant or Permanent Occupant under the provisions of Chapter 83 of the Florida Statutes.

The Association shall have the right to enforce this Declaration and its rules and regulations against tenants and the Owners, and the Owners shall be responsible for all actions of its tenants.

4. ARTICLE VIII, Restrictive Covenants, Section 4, shall be amended to read as follows:

Section 4. No animals, livestock or poultry shall be raised, bred, or kept anywhere within the Property except for two cats and one dog no larger than 10 pounds. Pet fish and birds may be kept without limitation but shall not be commercially raised. ~~Attack dogs are prohibited, and the Board of Directors, in its sole discretion, may prohibit certain other breeds of dog which are deemed dangerous.~~

No pet shall be kept outside of the Unit. All pets must be carried or kept on a leash when outside a unit. The pet's owner shall pick up and remove any animal waste deposited by his or her pet(s)

Pets shall not cause any unreasonable nuisance or annoyance to other residents.

The Board of Directors may require any pet to be immediately and permanently removed from the property due to a violation of this article or any rules regarding pets.

The feeding of wild birds and animals is prohibited.

5. ARTICLE VIII, Restrictive Covenants, Section 6, shall be amended to read as follows:

Section 6. Parking. The Community is restricted to one (1) parking space per Unit. Arrangements must be made and confirmed in writing to secure off street parking for a second vehicle. ~~Each vehicle must have a parking sticker, which is available at the office.~~

Residents owning vehicles must utilize their designated space or carport except for cleaning and/or repair of carport, when visitors' spaces may be used. Vehicles in carports shall not obstruct or extend over the sidewalk or street.

Street parking is strictly prohibited except for emergency, delivery and service vehicles.

Visitors cars must be parked in designated areas only.

Motor homes, campers, and travel trailers too large for a parking space may park on 6th Street for a period of not more than forty-eight (48) hours.

No boats, jet skis or other motorized watercraft shall be parked anywhere in the community.

Vehicles in violation of these provisions are subject to being towed at the direction of the Board of Directors.

No drones or similar aerial devices may be flown in the air space above the Properties for any purpose; except that drones or similar aerial devices utilized for commercial purposes such as delivery of goods may be operated in the air space above the Properties to the extent an Owner has authorized same and the operation is in a responsible manner and in accordance with applicable codes, ordinances, administrative rules or other governmental regulations and any rules and regulations as may be adopted or amended by the Board of Directors from time to time

6. ARTICLE VIII, Restrictive Covenants, Section 8 shall be amended to read as follows:

Section 8. Commercial Activities. No outside peddling, soliciting or other commercial enterprises of any kind are permitted, except for activities connected to the community hall.

No signs, advertisements, billboards, or solicitation materials of any kind shall be displayed or placed upon any Lot; provided, however, street numbers and name signs on Lots and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted.

The Association shall not employ, hire, or otherwise compensate any Board member for services rendered. These services shall be on a strictly volunteer basis.

No Lot may be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single-family residence use. The Board of Directors may, in its discretion, approve (and terminate approval of) home-based business uses that do not interfere with the community's interests and property values, taking into consideration such factors including, but not limited to, the visibility of the business and any traffic or noise that it may generate in the community.

7. ARTICLE VIII, Restrictive Covenants, Section 9 shall be amended to read as follows:

Section 9. Guests. Non residents are welcomed on the Property Development for up to twenty-eight (28) days annually. Owners are responsible for their guests.

The Owner or Tenant must register all overnight guests upon arrival or no later than the next morning who will be in the Development for more than seventy-two (72) hours. Notice shall be in writing and shall include the name of the Owner or Tenant, Unit number, Name of each guest, length of stay, and, if applicable, License Plate Number, Model and Make of Vehicle.

Any guest desiring to stay overnight on Property in excess of twenty-eight (28) days with or without the presence of the owner, shall be considered a permanent occupant and shall be subject to the approval of the Association, prior to taking occupancy, in the same manner as any Prospective Owner or Tenant pursuant to Section 3 hereinabove.

Person under the age of 18 are not allowed in any recreation area without ~~an~~ adult supervision.

This Instrument Prepared by
and return to:

Elizabeth R. Mannion
STROHAUER, MANNION & SON, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33577

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2012114583 04/21/2012 at 10:59 AM
OFF REC BK: 17557 PG: 1135-1142
DocType:RST RECORDING: \$69.50

CERTIFICATE OF APPROVAL AND FILING OF AMENDMENTS TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO,
INC.

On March 30, 2012, a meeting was held of the Board of Directors and Association of SHANGRI-LA PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation, and with not less than sixty (60%) percent of the voting members duly qualified to vote, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which was recorded in O. R. Book 16870, Page 1506, et seq., in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Article XI, does hereby file these Amendments to the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

SEE ATTACHED AMENDMENTS

THESE AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC. is made this 21st day of April, 2012.

SHANGRI-LA HOMEOWNERS ASSOCIATION
OF LARGO, INC.

By: Harold Turntine
HAROLD TURNTINE President

Attest: Joan Streich
JOAN STREICH, Secretary

STATE OF FLORIDA


COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of April, 2012, by HAROLD TURNTINE as President of SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me or have produced _____ as identification.

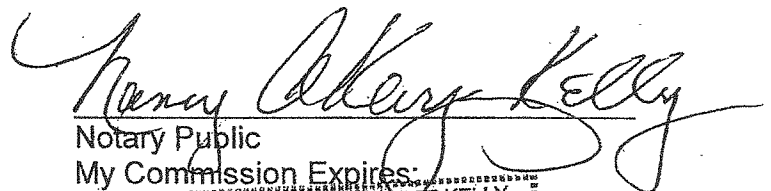

Notary Public
My Commission Expires:


STATE OF FLORIDA

COUNTY OF PINELLAS

NANCY A. KARPOWICZ-KELLY
Comm# DD0901710
Expires 7/26/2013
Florida Notary Assn., Inc

The foregoing instrument was acknowledged before me this 9th day of April, 2012, by JOAN STREICH as Secretary of SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC., a Florida Corporation, on behalf of the corporation. She is personally known to me or have produced _____ as identification.


Notary Public
My Commission Expires:

NANCY A. KARPOWICZ-KELLY
Comm# DD0901710
Expires 7/26/2013
Florida Notary Assn., Inc

AMENDMENTS TO DECLARATION

Article I Section 1f.

"Common Property" shall mean and refer to the real and personal property from time to time intended to be owned, operated and maintained by the Association, and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Property shall include, but not be limited to roads, easement areas which are held by the association as grantee, the community Hall, the office, laundry rooms, pool, community park areas, streets and sidewalks.

Article I Section 1i

"Development" shall mean the entire community including all Units and the Common Property.

Article I Section 1j

"Lot" shall mean and refer to each residential building site created by any recorded plat of the "Development".

Article I Section 1k

"Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot or Unit in the Development.

Article 1 Section 1m

"Unit" shall mean and refer to a Lot and the single family residence located on the Lot.

Article II Section 2

Membership

Each Owner of a Unit shall be a member of the Association. The Association membership of each Owner shall be appurtenant to, and inseparable from the Unit giving rise to such membership, and any transfer of the title to a Unit shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Unit. No one may own more than two (2) Units at the same time.

Article II Section 3

Voting Rights

There shall be one (1) vote for each Unit. If joint or multiple owners are unable to agree among themselves as to how their vote is to be cast, none of the votes from that Unit shall be counted. If any owner casts a vote on behalf of a Unit, it shall be conclusively presumed that that owner was acting with the authority and consent of all owners of that Unit. Each vote in the Association must be cast as a single vote and fractional votes shall not be allowed.

In order to vote, an owner must be in good standing with the Association, which is defined as one whose monthly assessments and fees are not in arrears, and who is not in violation of any provision of this Declaration, The Association's By-Laws, or the Rules and Regulations.

Article V Section 1a.

Assessments

Each Owner agrees to pay to the Association: (i) annual assessments or charges, (ii) special assessments, and (iii) individual assessments. Said assessments shall be fixed, established, and assessed as herein provided. Each assessment, together with said interest, late charges, costs and fees, shall be the personal obligation of each person who had an ownership interest at the time the assessment fell due. No owner may avoid assessment obligations.

Article V Section 1b.

Delinquent Assessments

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Unit as to which assessment accrued. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first priority, purchase money Mortgage of an institutional lender. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Unit in the hands of the then Owner and of each subsequent Owner.

Article V Section 2d.

d) Payment of real and personal property taxes and those assessments separately levied upon or assessed against the Association or the Common Property and to contest or compromise all those taxes.

Article V Section 3a.

Operating Budget

At least 21 days prior to the Annual Meeting, the Board shall prepare a budget of the estimated costs of operating the association during the coming year, including, without limitation, operating items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvement budget items approved by the Board under subsection (b), below.

Article V Section 3c.

Adoption of Operating Budget and Annual Assessment

The Association shall post and mail or hand-deliver to each Member at least 21 days prior to the Annual Meeting, a copy of the capital budget, operating budget, and assessments approved by the Board to be levied for the next fiscal year.

Annual assessments for each year may be increased by the board without a Meeting by an amount not to exceed five percent (5%) over and above the assessments for the preceding year, and such increase and associated operating budget shall not require the approval of the membership. In the event that the assessment exceeds five percent (5%) over and above the annual assessments for the preceding year, then such proposed increase shall require a vote of two-thirds (2/3) the voting interests who are voting in person or by proxy, at a meeting called for this purpose. If the membership fails to approve the operating budget for the succeeding year which proposes an increase in excess of five percent (5%), or if the board fails to propose a budget, then the budget and assessments for the preceding year shall continue until a new budget is determined.

Article V Section 3d.

Allocation of Annual Assessments Among Lots

Increases or decreases in the operating budget of the Association or special assessments shall be assessed against all Owners of Units in the Development in an equal dollar amount per Unit.

Article V Section 4b.

Individual Assessments

The Board may levy an individual assessment against any Owner and that Owners' Unit in order to cover costs incurred by the Association due to that Owners failure to maintain the lot or Unit pursuant to the standards set forth in this declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property or easement area caused by that Owner or his tenant, agent, contractor or guest, and not covered by insurance, or for any other purpose expressly permitted by this Declaration.

Article VI Section 1

Architectural Control

All Units in the Development are subject to architectural review in accordance with this Article. No change or alteration of any existing structure or improvement, including change in color scheme, or to any existing landscaping, shall be allowed without prior written approval by the Board.

Article VII Section1

The Association shall maintain and keep in good condition and repair the Common Property and other improvements from time to time located thereon. The Association shall provide water and sewer service, garbage and trash disposal, and lawn and landscaping service. Further, the Association will maintain all common areas including streets, street lights, sidewalks, recreation facilities, park areas, community hall, laundries, office and maintenance shop.

Article VII Section 2

Owner's Responsibility

Each Owner shall maintain the house and planter located on the lot in good and presentable condition and repair. This shall include, without limitation, exterior painting, repair of all wood and concrete, keeping planters free of weeds and trimming bushes. Bushes in front of windows must be no higher than the window sills of the Unit. If an Owner plans to be away for more than thirty (30) days, he or she must make arrangements for the care and trimming of his or her planters, at his or her own expense.

Owners must notify the Board of any situation within their Unit which may cause or lead to harm to any other Unit or Common Property, including without limitation, any plumbing problems. The Board reserves the right to enter any Unit for suspected or anticipated harm to other Units or to Common Property. Owners shall make no alterations to Common Property, including planting of fruit trees, vegetables, or fruit-bearing shrubbery.

Article IX Section 3

Leases and Transfers

Units shall be used for single family residential purposes only. Owners may rent or lease Units one (1) time in any twelve (12) month period commencing the first day of the rental period.

Prospective Owners and Tenants shall be subject to approval by the Board of Directors prior to the lease or transfer of ownership.

The Association shall have the right to enforce this Declaration and its regulations against Tenants and Owners, and the Owners shall be responsible for all actions of its Tenant.

Article IX Section 7

Garbage and Trash

No Trash, garbage, or other waste material or refuse shall be placed or stored on any part of the Development except in covered or sealed sanitary containers. All such sanitary containers must be stored within the house or carport of each Unit. For permanent disposal of such materials, they must be placed in the barrels in the laundries or the dumpster beside the maintenance shop.

Article IX Section 8

Commercial Activities

No outside peddling, soliciting, or other commercial enterprises of any kind are permitted, except for activities connected to the Community Hall.

No signs, advertisements, billboards, or solicitation material of any kind shall be displayed or placed upon any Unit: provided, however, street numbers and name signs on Unit and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used with the marketing of the affected Unit for sale or lease shall be permitted.

Article IX Section 9

Guests

Non Residents are welcomed on the Development for up to twenty-eight (28) days annually. Owners are responsible for their quests.

The Owner or Tenant must register all overnight guests who will be in the development for more than 72 hours. Notice shall be in writing and shall include the name of the Owner or Tenant, Unit number, Name of each guest, length of stay, and, if applicable, license Number, model, and make of vehicle.

Persons under the age of 18 are not allowed in any recreation area without an adult.

Article IX Section 10

Exterior Electronic or Electric Devices

No exterior telecommunications, radio, microwave or television mast, tower or pole, wire, aerial, satellite receiving station or dish antenna or appurtenances thereto nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Unit without prior written approval of the Board of Directors, with the exception of satellite dishes less than one (1) meter in diameter and HDTV antennas less than 18 inches long. The Board of Directors shall have the power to monitor the location of any such satellite dish or antenna and such dishes and antennas shall not be visible from the front of any Unit.

This Instrument Prepared by
and return to:

Elizabeth R. Mannion
STROHAUER, MANNION & SON, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33577

CERTIFICATE OF APPROVAL AND FILING OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO,
INC.

On March 26, 2011, a meeting was held of the Board of Directors and Association of SHANGRI-LA PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation, and with not less than sixty (60%) percent of the voting members duly qualified to vote, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions, which was recorded in O. R. Book 16870, Page 1506, et seq., in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Article XI, does hereby file this Amendment to the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

Article XI - Amendments

In order to amend any part of this Declaration, at least fifty (50%) percent of the voting interests must be present in person or by proxy at a duly noticed meeting of the members and sixty (60%) percent of those present in person or by proxy must vote to approve the proposed amendment. Any approved amendment shall be effective upon recording it in the Public Records of Pinellas County, Florida.

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC. is made this 30th day of March, 2011.

SHANGRI-LA HOMEOWNERS ASSOCIATION
OF LARGO, INC.

By: Harold Turntine
HAROLD TURNTINE President

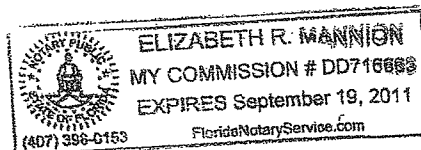
Attest: Karin Johnson
KARIN JOHNSON, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of March, 2011, by HAROLD TURNTINE and KARIN JOHNSON, as President and Secretary, respectively, of SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Elizabeth R. Mannion
Notary Public
My Commission Expires:



This Instrument Prepared by
and return to:

Elizabeth R. Mannion
BAXTER, STROHAUER, MANNION &
SILBERMANN, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33577

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2010084959 03/30/2010 at 04:35 PM
OFF REC BK: 16870 PG: 1506-1538
DocType:RST RECORDING: \$282.00

CERTIFICATE OF APPROVAL AND FILING OF AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

On March 26, 2010, a meeting was held of the Board of Directors and Association of SHANGRI-LA PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation, and with not less than sixty (60%) percent of the voting members duly qualified to vote, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend by restatement the Declaration of Covenants, Conditions and Restrictions, which was recorded in O. R. Book 11697, Page 1905, et seq., in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Section 6(r), does hereby file the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

THIS AMENDED AND RESTATED DECLARATION OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC. is made this 30th day of March, 2010.

SHANGRI-LA HOMEOWNERS ASSOCIATION
OF LARGO, INC.

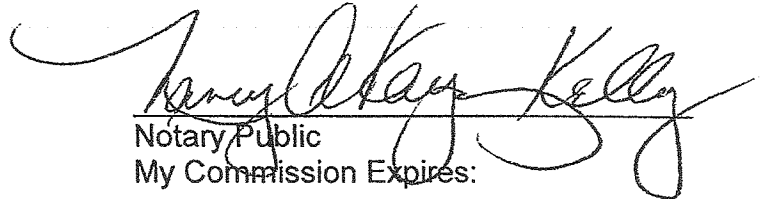
By: Harold Turntine
HAROLD TURNTINE President

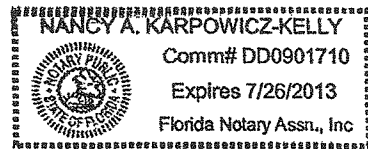
Attest: Karin Johnson
KARIN JOHNSON, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of March, 2010, by HAROLD TURNTINE and KARIN JOHNSON, as President and Secretary, respectively, of SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced FL DRIVERS' LICENSES as identification.


Notary Public
My Commission Expires:



**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC.**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC. ("Declarant") is made this 26th day of March, 2010, by the membership of Shangri-La Home Home Owners Association of Largo, Inc., a Florida not for profit corporation, whose address is 250 Rosary Road NW, Largo, Florida 33770.

RECITALS:

- A. Declarant owns certain real property located in Pinellas County, Florida, as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference.
- B. Declarant desires to preserve and enhance the values and quality of life in the Property and the health, safety and welfare of the residents thereof, and to provide for the maintenance of common areas and improvements for the benefit of the Property.
- C. Declarant has incorporated a nonprofit corporation to which are delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments hereafter levied.

Article I
DEFINITIONS

- Section 1.** When used in this Declaration, the following words shall have the following meanings:
- a. "Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the Amended Articles are attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Articles.
 - b. "Association" shall mean and refer to the Shangri-La Home Owners Association of Largo, Inc., a Florida not for profit corporation, and its successors and assigns.
 - c. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
 - d. "Bylaws" shall mean and refer to the Bylaws of the Association. A copy of the Amended Bylaws are attached as Exhibit "C" to this Declaration. The Bylaws may

be amended as provided therein and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

- e. "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property and for any reserves from time to time established by the Board.
- f. "Common Property" shall mean and refer to the real and personal property from time to time intended to be owned, operated and maintained by the Association, and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Association as grantee, the community hall, office, apartment, laundry rooms, pool, community park areas, streets and sidewalks.
- g. "Declarant" shall mean and refer to Shangri-La Home Owners Association of Largo, Inc., a Florida not for profit corporation, its successors and assigns.
- h. "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Shangri-La Home Owners Association of Largo, Inc., as amended or supplemented.
- i. "Lot" shall mean and refer to each residential building site created by any recorded plat of the Property, including any Unit located thereon.
- j. "Member" shall mean and refer to each Member of the Association as provided in Article II, Section 2.
- k. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Lot or Unit in the Property.
- l. "Property" shall mean and refer to the real property described on Exhibit "A" attached hereto.
- m. "Unit" shall mean and refer to a single family residence located on a Lot.

Article II

THE ASSOCIATION

Section 1. The Association. The Association is a nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and Common Property. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be Members of the Association.

Section 2. Membership. Each Owner shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to, and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot. No one may own more than two (2) Lots at the same time.

Section 3. Voting Rights. There shall be one (1) vote for each Lot. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes for that Lot shall be counted. If any Owner cast a vote on behalf of a Lot, it shall be conclusively presumed that that owner was acting with the authority and consent of all other owners of that Lot. Each vote in the association must be cast as a single vote and fractional votes shall not be allowed.

In order to vote, an Owner must be in good standing with the Association which is defined as one whose monthly assessments and fees are not in arrears and who is not in violation of any provision of this Declaration or the Association's Rules and Regulations.

Article III

PROPERTY RIGHTS IN THE COMMON PROPERTY

The Association and each Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

- a. Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and

- b. Rights and easement to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the Rules and Regulations of the Association, or law.

Article IV

INSURANCE

The Board shall obtain insurance for insurable improvements on the Common Property, or on any easement benefiting the Owners or the Association; public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents; directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Association may self-insure against any risk.

Article V

ASSESSMENTS

Section 1. Lien and Personal Obligation Nonpayment.

- a. Assessed Property. Each Owner agrees to pay to the Association: (i) annual assessments or charges, (ii) special assessments, and (iii) individual assessments. Said assessments shall be fixed, established and assessed as herein provided. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due. No owner may avoid assessment obligations.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, including reasonable attorney's fees, shall be secured by a continuing lien on the Lot as to which the assessment accrued. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first priority, purchase money mortgage of an institutional lender. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Unit located thereon in the hands of the then Owner and of each subsequent Owner.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Unit by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' fees, such fees and collection costs to be recoverable whether or not suit is brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own sell, lease, encumber, use and otherwise deal with the Lot and any Unit thereon as owner thereof.

Section 2.

Purpose. The assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) operation, maintenance, repair and management of any clubhouse, park and recreational facilities constituting the Common Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (e) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property and any easement areas benefitting the Association; (g) repayment of any deficits previously incurred by the Association; (h) procurement and maintenance of insurance; (i) employment of accountants, attorneys and other professionals to represent or advise the Association; and (j) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

Section 3.

Determination of Annual Assessments.

- a. Operating Budget. At least twenty-one (21) days prior to the end of the Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Association during the coming year, including without limitation operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to

cover any deficits from prior years, and capital improvement budget items approved by the Board under subsection (b), below.

- b. Reserve Budget. Each year, the Board shall approve a reserve budget taking into account the number, type, useful life and expected replacement cost of replaceable assets. The Board shall then set the required annual reserve contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual reserve contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described in Subsection (a), above.
- c. Adoption of Operating Budget and Annual Assessments. The Association shall post and mail or hand-deliver to each Member at least twenty-one (21) days prior to the end of the Association's current fiscal year a copy of the capital budget, operating budget and assessments approved by the Board to be levied for the next fiscal year. The annual assessments for each year may be increased by the Board without a meeting by an amount not to exceed five percent (5%) over and above the assessments for the preceding year, and such increase and associated operating budget shall not require the approval of the membership. In the event that the assessment exceeds five percent (5%) over and above the annual assessments for the preceding year, then such proposed increase shall require a vote of two-thirds (2/3) of the voting interests who are voting in person or by proxy, at a meeting duly called for this purpose. If the membership fails to approve the operating budget for the succeeding year which proposes an increase in excess of five percent (5%), or if the Board fails to propose a budget, then the budget and assessments for the preceding year shall continue in effect until a new budget is determined.
- d. Allocation of Annual Assessments Among Lots. Increases or decreases in the operating budget of the Association or special assessments shall be assessed against all Owners or Lots in the Property in an equal dollar amount per Lot.

Section 4. Special Assessments.

- a. Special Assessments. In addition to annual assessments, the Board may levy at any time a special assessment for the purpose of defraying the cost of any construction, repair or replacement of any improvement on the Common Property or on any easement benefitting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of those voting in person or by proxy at a meeting duly called for said purpose and meeting the requirements for a quorum as set forth in the By-Laws.
- b. Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and any Unit located thereon in order to cover costs

incurred by the Association due to that Owner's failure to maintain its Lot or Unit pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property or easement area caused by that Owner or his tenant, agent, contractor or guest, and not covered by insurance, or for any other purpose expressly permitted by this Declaration.

Section 5. Certificate. Upon request, the Association shall furnish to any Owner a certificate setting forth whether required assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Article VI

ARCHITECTURAL CONTROL

Section 1. Architectural Control; All Units in the Property are subject to architectural review in accordance with this Article. No change or alteration to the exterior of any existing structure or improvement, including change in color scheme, or to any existing landscaping, shall be allowed without the prior written approval of the Board of Directors.

Section 2. Enforcement. Should the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Association shall have the right but not the obligation to enter upon the Owner's property to make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof and charge the cost thereof to the Owner as an individual assessment. The Association, or its agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Unit for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

Article VII

MAINTENANCE

Section 1. Association Responsibility. The Association shall maintain and keep in good condition and repair the Common Property and other improvements from time to time located thereon.

The Association shall provide water and sewer service, garbage and trash disposal, and lawn and landscaping service. Further, the Association will

maintain all common areas including streets, street lights, sidewalks, recreation facilities, park areas, laundry areas, community hall, office, unit and maintenance shop.

Section 2. Owner's Responsibility. Each Owner shall maintain the Unit and planters located on his or her Lot in good and presentable condition and repair. This shall include, without limitation, exterior painting, repair of all wood and concrete, keeping planters free of weeds and trimming bushes to be no higher than window sills of the Unit. If an Owner plans to be away for more than thirty (30) days, he or she must make arrangements for the care and trimming of his or her planters, at his or her own expense.

Owners must notify the Board of any situation within their Unit which may cause or lead to harm to any other Unit or Common Property, including, without limitation, any plumbing problems. The Board reserves the right to enter any Unit for suspected or anticipated harm to other Units or to Common Property.

Owners shall make no alterations to Common Property, including planting of fruit trees, vegetables, or fruit-bearing shrubbery.

Article VIII

OVER 55 COMMUNITY

In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, and comparable legislation adopted by the State of Florida, at least one person at least 55 years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons between the ages of 18 and 55 years of age or older may occupy and reside in a unit as long as one of the occupants is age 55 or older. Persons under the age of 18 shall not occupy a unit on a permanent basis but may occupy a unit on a temporary basis, not to exceed twenty-eight (28) days in any calendar year.

The requirement of the occupancy of a unit by at least one person 55 years of age or older shall not apply to a surviving spouse of a unit owner who was 55 years of age or older, nor to any person who acquires ownership of a unit by inheritance or devise, provided that said exception shall not be permitted in any situation where it would result in having less than 80% (or the minimum as may be established by law from time to time) of the units in the community having less than one resident 55 years of age or older.

It is the intent of this provision that the community comply with Fair Housing Laws, as the same may be amended from time to time, which currently require that at least 80% of the occupied units at all time have at least one resident 55 years of age or older. In order to comply with this law, the association may require any occupant to provide a copy of a driver's license or

birth certificate or other proof of age sufficient under the law. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the association to qualify for a legal exemption from the laws.

Article VIII

RESTRICTIVE COVENANTS

The Property shall be subject to the following covenants and restrictions which shall bind each Owner and Lot:

Section 1. Rules and Regulations. Reasonable rules and regulations promulgated by the Board of Directors, after notice and meeting to discuss, as to the use and enjoyment of the Property, shall be observed by the Owners and occupants thereof. Such rules and regulations may augment or clarify the terms of this Declaration or any term, covenant, or restriction herein contained.

Section 2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or guests, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Unit, or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed, and occupied in such manner as not to cause or produce any of the following effects discernible outside any Unit; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners.

Section 3. Leases and Transfers. Units shall be used for single family residential purposes only. Owners may rent or lease Units for a term of no more than once in any twelve (12) month period.

Prospective Owners and Tenants shall be subject to approval by the Board of Directors prior to the lease or transfer of ownership.

The Association shall have the right to enforce this Declaration and its rules and regulations against tenants and the Owners, and the Owners shall be responsible for all actions of its tenant.

Section 4.

Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property except for two cats and one dog no larger than 10 pounds. Pet fish and birds may be kept without limitation but shall not be commercially raised. Attack dogs are prohibited, and the Board of Directors, in its sole discretion, may prohibit certain other breeds of dog which are deemed dangerous.

No pet shall be kept outside of the Unit. All pets must be carried or kept on a leash when outside a unit. The pet's owner shall pick up and remove any animal waste deposited by his or her pet(s).

Pets shall not cause any unreasonable nuisance or annoyance to other residents.

The Board of Directors may require any pet to be immediately and permanently removed from the property due to a violation of this article or any rules regarding pets.

The feeding of wild birds and animals is prohibited.

Section 5.

Vehicles. All motor vehicles operated or parked within the Property must be licensed for street operation. No commercial vehicles are allowed except for delivery and service vehicles. For purposes of this provision, "commercial vehicles" shall mean cars, trucks, or any other motorized vehicles, and trailers that may be attached thereto, which are used primarily for business and not personal purposes.

All vehicles parked on the Property must be in good operating condition, and no vehicle which cannot operate on its own shall remain on the Property more than forty-eight (48) hours. No vehicle shall be repaired, serviced, painted, rebuilt or constructed upon the Property. Car washing is allowed in designated areas only.

Motorcycles, motor scooters, mopeds, go-carts, golf carts, and all-terrain vehicles may only be operated on the Property when such vehicles are duly licensed, tagged, and insured for public street use, equipped with the proper muffling equipment and do not create an unreasonable annoyance or nuisance to other residents. Lights are required on all such vehicles when ridden after dark on the Property.

Section 6.

Parking. The community is restricted to one (1) parking space per Unit. Arrangements must be made and confirmed in writing to secure off street parking for a second vehicle. Each vehicle must have a parking sticker, which is available at the office.

Residents owning vehicles must utilize their designated space or carport except for cleaning and/or repair of carport, when visitors' spaces may be used. Vehicles in carports shall not obstruct or extend over the sidewalk or street.

Street parking is strictly prohibited except for emergency, delivery, and service vehicles.

Visitors cars must be parked in designated areas only.

Motor homes, campers, and travel trailers too large for a parking space may park on 6th Street for a period of not more than forty-eight (48) hours.

No boats shall be parked anywhere in the community.

Vehicles in violation of these provisions are subject to being towed at the direction of the Board of Directors.

Section 7. Garbage and Trash. No trash, garbage, or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Unit.

Section 8. Commercial Activities: No outside peddling, soliciting or other commercial enterprises of any kind are permitted, except for activities connected to the community hall.

No signs, advertisements, billboards, or solicitation materials of any kind shall be displayed or placed upon any Lot; provided, however, street numbers and name signs on Lots and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted.

Section 9. Guests. Non-residents are welcomed on the Property up to twenty-eight (28) days annually. Owners are responsible for their guests.

The Owner or Tenant must register all overnight guests upon arrival or no later than the next morning. The notice shall be in writing and shall include the name of the Owner or Tenant, Unit number, name of each guest, length of stay, and, if applicable, license number, make, and model of vehicle.

Persons under the age of 18 are not allowed in any recreation area without an adult companion.

Section 10. Exterior Electronic or Electric Devices. No exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto, nor any other exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the

Unit without the prior written approval of the Board of Directors, with the exception of satellite dishes less than one (1) meter in diameter. The Board of Directors shall have the power to monitor the location of any such satellite dish and such dishes shall not be visible from the front of any Lot.

Section 11. Energy-Saving Devices. The Association is empowered to adopt rules governing the type of solar collectors, solar heating panels and other energy-saving devices that may be permitted on any Unit and establish reasonable restrictions relating to safety, location and maintenance thereof.

Clotheslines are permitted in designated areas, but drying of laundry, towels, bathing suits, rugs, or stringing up clothes is not permitted in any carport or alleyway at any time.

Section 12. Suspension and Fines. The Association's rights include, but are not limited to the following:

- a. To suspend any Owner or Tenant's right to use the recreational facilities for any for any violation of this Declaration or its Rules and Regulations after notice of violation and opportunity for hearing.
- b. To fine an Owner or Tenant of an Owner, an amount not to exceed \$100.00 per violation of this Declaration, the Articles, By-Laws, or any duly adopted Rule or Regulation of the Association. The fine may be levied on each day of a continuing violation with a single notice and opportunity for hearing, except no such fine shall exceed \$1,000.00 in the aggregate.

Article IX

ENFORCEMENT

If any person shall violate or attempt to violate this Declaration, it shall be lawful for any Owner, or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity.

In the event the Association or any Owner is the prevailing party in a suit to enforce any provision hereof, or for damages due to any breach of this Declaration, the By-Laws, or the Rules and Regulations of the Association, the Association or any Owner shall be entitled to recover all costs and expenses of such litigation, including reasonable attorney's fees.

The failure of the Association or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Article X

DURATION AND TERMINATION

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the Public Records of Pinellas County.

Article XI

AMENDMENTS

In order to amend any part of this Declaration, at least thirty (30%) percent of the voting interests must be present in person or by proxy at a duly noticed meeting of the members and sixty (60%) of those present in person or by proxy must vote to approve the proposed amendment. Any approved amendment shall be effective upon its recording in the Public Records of Pinellas County, Florida.

[SEPARATE SIGNATURE PAGE(S)]

IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

WITNESSES:

Witness #1

Printed Name

Witness #2

Printed Name

DECLARANT:

SHANGRI-LA HOME OWNERS
ASSOCIATION OF LARGO, INC., a Florida
not for profit corporation.

By: Harold Turntine
HAROLD TURNTINE, President

WITNESSES:

Witness #1

Printed Name

Witness #2

Printed Name

DECLARANT:

SHANGRI-LA HOME OWNERS
ASSOCIATION OF LARGO, INC., a Florida
not for profit corporation.

By: Karin Johnson
KARIN JOHNSON, Secretary

STATE OF FLORIDA)

)SS:

COUNTY OF PINELLAS)

THE FOREGOING INSTRUMENT was acknowledged before me this 30th day of March, 2010, by HAROLD TURNTINE, the President of SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC., a Florida not for profit corporation, on behalf of the company.

He is personally known to me or has produced
as identification.

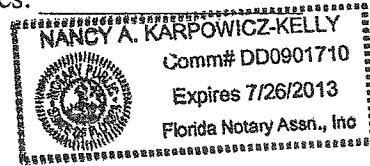
FL DRIVER'S LICENSE

Nancy A Karpowicz Kelly
Name:

Title: Notary Public

(NOTARY STAMP)

My Commission Expires:



STATE OF FLORIDA)

)SS:

COUNTY OF PINELLAS)

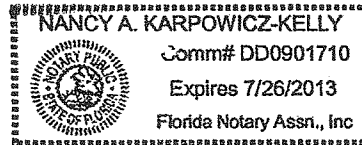
THE FOREGOING INSTRUMENT was acknowledged before me this 30th day of March, 2010, by KARIN JOHNSON, the Secretary of SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC., a Florida not for profit corporation, on behalf of the company. He is personally known to me or has produced FL DRIVER'S LICENSE as identification.

Nancy A Karpowicz Kelly
Name:

Title: Notary Public

(NOTARY STAMP)

My Commission Expires:



Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence S. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, 860.00 feet; thence N. 01° 31' 01" E., parallel to the North and South centerline of said Section 27, a distance of 30.01 feet to the Point of Beginning; thence continue N. 01° 31' 01" E., 639.60 feet; thence S. 89° 56' 56" W., along the North boundary of the South half of the North half of the Southwest quarter of said Section 27, 653.47 feet; thence S. 12° 24' 06" E., 651.82 feet; thence S. 89° 44' 54" E., along the North right-of-way line of Rosery Road, 30.00 feet North of and parallel to the South boundary of the North half of the Southwest quarter of said Section 27, 496.53 feet to the Point of Beginning;

LESS AND EXCEPT the following parcels as described in and recorded in the Public Records of Pinellas County, Florida:

Parcels 1, 2 and 3, being the first, second and third parcels described in O.R. Book 2398 on Page 348 as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27; being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 860.42 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 35.01 feet for a P.O.B.; thence N. 89° 44' 54" W., 5.00 feet Northerly of and parallel to the North right-of-way line of said Rosery Road, a distance of 33.09 feet; thence N. 01° 31' 01" E., a distance of 166.39 feet; thence S. 88° 28' 59" E., a distance of 33.08 feet; thence S. 01° 31' 01" W., a distance of 165.66 feet to the P.O.B., AND

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27; being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 860.42 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 229.70 feet for a P.O.B.; thence N. 88° 28' 59" W., a distance of 51.08 feet; thence N. 01° 31' 01" E., a distance of 435.51 feet; thence N. 89° 56' 56" E., 3.00 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 51.10 feet; thence S. 01° 31' 01" W., a distance of 436.91 feet to the P.O.B., AND

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 941.52 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 117.53 feet for a P.O.B.; thence N. 89° 44' 54" W., a distance of 51.01 feet; thence N. 01° 31' 01" E., a distance of 242.19 feet; thence S. 88° 28' 59" E., a distance of 51.00 feet; thence S. 01° 31' 01" W., a distance of 241.06 feet to the P.O.B., AND

EXHIBIT A

Parcel 4 as described in O.R. Book 2398 on Page 350, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 941.52 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 430.84 feet for a Point of Beginning; thence N. 88° 28' 59" W., a distance of 20.00 feet; thence S. 01° 31' 01" W., a distance of 40.25 feet; thence N. 88° 28' 59" W., a distance of 31.00 feet; thence N. 01° 31' 01" E., a distance of 192.66 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 51.02 feet; thence S. 01° 31' 01" W., a distance of 153.81 feet to the Point of Beginning.

Parcels 5 and 6 as described in O.R. Book 2321 on Page 75, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1029.54 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 117.53 feet for a Point of Beginning; thence continue N. 01° 31' 01" E., a distance of 209.37 feet; thence S. 88° 28' 59" E., a distance of 36.67 feet; thence S. 01° 31' 01" W., a distance of 208.56 feet; thence N. 89° 44' 54" W., a distance of 36.68 feet to the Point of Beginning, AND

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1029.54 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 392.53 feet for a Point of Beginning; thence continue N. 01° 31' 01" E., a distance of 191.65 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 27.01 feet; thence S. 01° 31' 01" W., a distance of 192.39 feet; thence N. 88° 28' 59" W., a distance of 27.00 feet to the Point of Beginning.

Parcels 7, 8 and 13 as described in O.R. Book 2321 on Page 76, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1095.56 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 117.53 feet for a Point of Beginning; thence continue N.

01° 31' 01" E., a distance of 274.09 feet; thence S. 88° 28' 59" E., a distance of 36.00 feet; thence S. 01° 31' 01" W., a distance of 273.29 feet; thence N. 89° 44' 54" W., a distance of 36.01 feet to the Point of Beginning, AND

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1095.56 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 397.41 feet for a Point of Beginning; thence continue N. 01° 31' 01" E., a distance of 186.42 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 36.01 feet; thence S. 01° 31' 01" W., a distance of 187.41 feet; thence N. 88° 28' 59" W., a distance of 36.00 feet to the Point of Beginning, AND

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1335.61 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 117.53 feet for a Point of Beginning; thence N. 89° 44' 54" W., a distance of 14.13 feet; thence N. 12° 24' 06" W., a distance of 90.92 feet; thence N. 01° 31' 01" E., a distance of 376.11 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 36.01 feet; thence S. 01° 31' 01" W., a distance of 465.04 feet to the Point of Beginning.

Parcel 9 as described in O.R. Book 2321 on Page 77, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1143.57 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 117.53 feet for a Point of Beginning; thence continue N. 01° 31' 01" E., a distance of 466.05 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 36.01 feet; thence S. 01° 31' 01" W., a distance of 466.24 feet; thence N. 89° 44' 54" W., a distance of 36.01 feet to the Point of Beginning.

Parcel 10 as described in O.R. Book 2321 on Page 78, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1209.59 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27,

A distance of 117.53 feet for a Point of Beginning; thence continue N. 01° 31' 01" E., a distance of 465.70 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 36.01 feet; thence S. 01° 31' 01" W., a distance of 465.89 feet; thence N. 89° 44' 54" W., a distance of 36.01 feet to the Point of Beginning

Parcel 11 as described in O.R. Book 2321 on Page 79, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1257.60 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 117.53 feet for a Point of Beginning; thence continue N. 01° 31' 01" E., a distance of 465.45 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 36.01 feet; thence S. 01° 31' 01" W., a distance of 465.64 feet; thence N. 89° 44' 54" W., a distance of 36.01 feet to the Point of Beginning.

Parcel 12 as described in O.R. Book 2321 on Page 80, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1323.61 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 117.53 feet for a Point of Beginning; thence continue N. 01° 31' 01" E., a distance of 465.10 feet; thence N. 89° 56' 56" E., 84.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 36.01 feet; thence S. 01° 31' 01" W., a distance of 465.29 feet; thence N. 89° 44' 54" W., a distance of 36.01 feet to the Point of Beginning.

Parcel 14 as described in O.R. Book 2321 on Page 81, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 941.52 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 35.01 feet; thence N. 89° 44' 54" W., a distance of 6.96 feet for a Point of Beginning; thence continue N. 89° 44' 54" W., a distance of 378.16 feet; thence N. 00° 15' 06" E., a distance of 52.50 feet; thence S. 89° 44' 54" E., a distance of 109.59 feet; thence S. 00° 15' 06" W., a distance of 20.00 feet; thence S. 89° 44' 54" E., a distance of 87.33 feet; thence N. 00° 15' 06" E., a distance of 20.00 feet; thence S. 89° 44' 54" E., a distance of 181.24 feet; thence S. 00° 15' 06" W., a distance of 52.50 feet to the Point of Beginning.

Parcel 15 as described in O.R. Book 2321 on Page 82, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 941.52 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 614.66 feet; thence S. 89° 56' 56" W. 54.50 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 27.91 feet for a Point of Beginning; thence continue S. 89° 56' 56" W., a distance of 147.99 feet; thence N. 00° 03' 04" W., a distance of 20.00 feet; thence S. 89° 56' 56" W., a distance of 87.32 feet; thence S. 00° 03' 04" E., a distance of 20.00 feet; thence S. 89° 56' 56" W., a distance of 181.22 feet; thence N. 03° 18' 50" E., a distance of 51.59 feet; thence N. 89° 56' 56" E., a distance of 385.59 feet; thence S. 00° 03' 04" E., a distance of 51.50 feet to the Point of Beginning.

Parcel 16 as described in O.R. Book 2321 on Page 83, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1346.06 feet; thence N. 12° 24' 06" W., a distance of 649.83 feet for a Point of Beginning; thence continue N. 12° 24' 06" W., a distance of 29.69 feet; thence N. 89° 56' 56" E., 3.00 feet Southerly of and parallel to the North boundary of the Southwest quarter of the Northeast quarter of the Southwest quarter of said Section 27, a distance of 123.14 feet; thence S. 03° 18' 50" W., a distance of 29.05 feet; thence S. 89° 56' 56" W., a distance of 115.09 feet to the Point of Beginning.

Parcel described in O.R. Book 2398 on Page 351, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W. along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 941.52 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 35.01 feet; thence N. 89° 44' 54" W., a distance of 385.12 feet for a Point of Beginning; Thence continue N. 89° 44' 54" W., a distance of 0.41 feet; thence N. 00° 15' 06" E., a distance of 52.50 feet; thence S. 89° 44' 54" E., a distance of 0.41 feet; thence S. 00° 15' 06" W., a distance of 52.50 feet to the Point of Beginning.

Parcel described in O.R. Book 2678 on Page 171, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said

Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 941.52 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 35.01 feet; thence N. 89° 44' 54" W., a distance of 385.12 feet for a Point of Beginning; thence continue N. 89° 44' 54" W., a distance of 0.33 feet; thence N. 00° 15' 06" E., a distance of 52.50 feet; thence S. 89° 44' 54" E., a distance of 0.33 feet; thence S. 00° 15' 06" W., a distance of 52.50 feet to the Point of Beginning. (0.33 foot wide parcel west of and adjacent to Parcel 14)

Parcel described in O.R. Book 2729 on Page 119, as follows:

Commence at the Southeast corner of the Northeast quarter of the Southwest quarter of Section 27, Township 29 South, Range 15 East, Pinellas County, Florida; thence N. 89° 44' 54" W., along the South boundary of the Northeast quarter of the Southwest quarter of said Section 27, being also the center line of the 60 foot right-of-way of Rosery Road, a distance of 1029.54 feet; thence N. 01° 31' 01" E., parallel to the North and South center line of said Section 27, a distance of 391.75 feet for a P. O. B.; thence continue N. 01° 31' 01" E., a distance of 0.78 feet; thence S. 88° 28' 59" E., a distance of 27.00 feet; thence S. 01° 31' 01" W., a distance of 0.78 feet; thence N. 88° 28' 59" W., a distance of 27.00 feet to the P.O.B.

MAIL TO:
JOHNSON, BLAKELY & BOBE

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

# PAGES	7
ACCT #	
CHG AMT	
CK AMT	
REC	27.00
DS DR219	
DS	
INT	
FEES	
MTF	1.00
P/C	
REV	
TOTAL	40.00

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

3C186931 11-28-2001 15:46:40 MBP
51 NOT-SHANGRI-LA PROPERTY OWNERS ASS
007616
IN:01414169 BK:11697 SPG:1900 EPG:1906
RECORDING 007 PAGES 1 \$33.00
OFFICIAL COPIES 5 \$7.00

TOTAL: \$40.00
CASH AMT. TENDERED: \$10.00
CHECK AMT. TENDERED: \$33.00
CHANGE: \$3.00

BY _____ DEPUTY CLERK

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NOTICE

01-414169 NOV-28-2001 3:47PM
PINELLAS CO BK 11697 PG 1900
11/28/2001 15:46:40 MBP 007 PAGES 1 \$33.00

WITNESSETH:

WHEREAS, Shangri-La Property Owners Association, Inc. (hereinafter referred to as "Shangri-La") is the assignee of certain Maintenance Contracts as described in that Assignment recorded at Book 4516 at Page 1490 of the Official Records of Pinellas County, Florida; and

WHEREAS, Shangri-La obtained fee title to certain property upon which residences are located pursuant to the deeds recorded at Book 4516 at Page 1460 and 1467, respectively, of the Official Records of Pinellas County, Florida which comprises the community known as Shangri-La; and

WHEREAS, the Board of Directors of Shangri-La have determined that a number of transactions have taken place whereby the terms of that certain Agreement originally between Daytona Development Corporation (hereinafter "Agreement") and the individual property owner may not have been specifically incorporated into the deeds and transactions whereby individuals took title to the property within Shangri-La; and

WHEREAS, the Board of Directors of Shangri-La desire to put the World on notice of the contents of the Agreement and, in particular, place the property owners and their successors and assigns on notice of the contents of the Agreement; and

WHEREAS, the Board of Shangri-La will approve of the contents hereof at a meeting and record the same and subsequently seek joinders of owners of property within Shangri-La into this Agreement:

NOW THEREFORE, the Board of Shangri-La has approved of these presents and resolves as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. A true and correct copy of the Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

3. Shangri-La has been deemed to be the Seller pursuant to the terms of the Agreement and will continue to provide services as called for thereunder, as has been the practice of Shangri-La since its inception and assignment of the original Agreements and acquisition of the fee title to certain properties as set forth above.

4. By recording this Resolution and the attached Agreement, the World, and, in particular, present and future purchasers of property within Shangri-La are put on notice of the contents hereof. It is the intent of the Board of Shangri-La to seek the joinder of current owners within Shangri-La in this Notice and the attached Agreement so that the same shall be considered an obligation and contract between Shangri-La in the position of Seller pursuant to the provisions hereinabove and the individual property owners as the purchaser. Upon execution of a Joinder, the form of which is attached as Exhibit "B" attached hereto and incorporated herein by reference, the property owners shall be bound to the provisions of the Agreements and the same shall be binding on their heirs, successors and assigns as a covenant running with the land.

IN WITNESS WHEREOF, the Board of Shangri-La has approved of this resolution this 26th day of NOVEMBER, 2001 by a vote of 5 to 0 at a duly called meeting held on NOVEMBER 23, 2001 at which a quorum was present.

WITNESSES:

SHANGRI-LA PROPERTY OWNERS
ASSOCIATION, INC.

Maria H. Doroshow
Signature of Witness #1

MARIA H. DOROSHOW
Printed Name of Witness #1

By: Shangri-La, President

Attest: Bette A. Savage, Secretary

Edward G. Savage
Signature of Witness #2

Edward G. Savage
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

PINELLAS COUNTY FLA.
OFF. REC. BK 11697 PG 1802

BEFORE ME, the undersigned personally appeared HENRY D. ERNST, to me known to be the President, respectively, of Shangri-La Property Owners Association, Inc., and he/she jointly and severally acknowledged before me that he/she freely and voluntarily executed the same as such officer, under authority vested in him/her by said corporation. He/she is personally known to me or has produced DRIVERS LICENSE as identification. If no type of identification is indicated, the above named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 26th day of NOVEMBER, 2001.



Ronald Galler
Commission # DD 010598
Expires May 4, 2005
Bonded Through
Atlantic Bonding Co., Inc.

Ronald Galler
Notary Public
Printed Name:
RONALD GALLER

My commission expires: 5-4-2005

PINELLAS COUNTY FLA.
OFF. REC. BK 11697 PG 1903

STATE OF NC
COUNTY OF Henderson

BEFORE ME, the undersigned personally appeared Bette Ann Sampe to me known to be the Secretary, respectively, of Shangri-La Property Owners Association, Inc., and he/she jointly and severally acknowledged before me that he/she freely and voluntarily executed the same as such officer, under authority vested in him/her by said corporation. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 21st day of November, 2001.

Amy Dillon
Notary Public
Printed Name: Amy Dillon

My commission expires: Nov. 21, 2005

Amy Dillon
A Notary Public
Henderson County
North Carolina

Pg. 1

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

PINELLAS COUNTY FLA.
OFF. REC. BK 11697 PG 1904

Exhibit "A"
SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**JOINDER AND CONSENT TO AMENDMENT OF AGREEMENT
REGARDING SHANGRI-LA**

The undersigned person or persons, the undersigned owner(s) of a Unit which is part of the unrecorded plat of Shangri-La as described in the Official Records of Pinellas County, Florida does hereby join in and consent to the Provisions of the Notice and its exhibits (including that certain Agreement by and between Daytona Development Corporation and the purchasers of Units, a true copy of which is set forth as an exhibit) and recorded at Book _____ at Page _____ of the Official Records of Pinellas County, Florida recorded on November _____, 2001.

In consideration of Shangri-La Property Owners Association, Inc. continuing to provide services as have been provided to me/us as the owners of the Unit, I/we agree to abide by the obligations of the Purchaser thereunder, in the same fashion as I/we have undertaken since the purchase of the Unit but may not previously have formalized said Agreement.

I/we agree that the terms of the Agreement shall be binding on me /us and my/our successor(s) in title, and all persons who take title from me/us in any fashion whatsoever and shall be binding upon and deemed to be a Covenant Running with the Land obliging Shangri-La Property Owners Association, Inc. and me/us and our mutual heirs, successors and assigns.

I/we further agree that the provisions of Paragraph 6(m) is hereby amended to read as follows:

Shangri-La Property Owners Association, Inc. shall maintain a central television antenna system for as long as it is commercially practicable to do so. Due to the outmoded technology and high cost of maintaining same, there may be a point in the future when the central television antenna system will no longer be able to be repaired. Shangri-La Property Owners Association, Inc. is authorized to enter into a contract with Time Warner or a similar franchised cable telecommunications company for the purpose of providing service to its members and the cost thereof shall be a common expense for all persons who agree and approve this provision as amended. Persons who do not execute a joinder and do not agree to pay shall not be obligated to pay for cable television service, but no representation or warranty is made to those persons that they will continue to be able to obtain and maintain television service through the central antenna. At such point as those persons are no longer able to be provided with service, it will either be terminated or they may obtain such service by executing a joinder in this provision and thereafter shall be bound to pay the share of expense attributable to the cable television or other telecommunication contract in effect at that time as a common expense and collectible pursuant to the terms hereof.

IN WITNESS WHEREOF, I/we the owner (s) of the property described below hereby agree to be bound by the terms of the Agreement as recorded and all of the terms herein above on behalf of myself/ourselves and my/our successors and assigns and to amend the Agreement as set forth above.

Under penalties of perjury, I/we declare that I/we have read the foregoing document and that the facts stated in it are true.

Owner(s) of Unit _____

Address: _____

WITNESSES:

Signature of Witness #1

Owner

Typed/Printed Name of Witness #1

Signature of Witness #2

Owner

Typed/Printed Name of Witness #2

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 19____, between _____ hereinafter referred to as Purchaser, and _____ hereinafter referred to as Seller.

1. The Purchaser agrees to purchase and the Seller agrees to sell Unit _____, of unrecorded sales plat, further described as follows:

This unit is located in a development known as SHANGRI-LA, Largo, Pinellas County, Florida.

2. The total purchase price to be paid by the Purchaser for the land and permanent improvements shall be the sum of \$ _____. In addition thereto the Purchaser agrees to pay the sum of \$ _____ to the Seller for the personal property to be included therein. Payment will be made as follows:

3. The closing shall be on or before the _____ day of _____, 19____. The parties agree that taxes and insurance shall be prorated between the parties hereto as of the date of closing.

4. If this transaction is not closed by reason of default on the part of the Purchaser, the down payment above referred to shall be forfeited by the Purchaser and shall be retained by the Seller in full and complete satisfaction as liquidated damages.

5. The Seller agrees to convey the above-described unit by warranty deed, to furnish to the Purchaser a title insurance commitment reflecting good title in the Seller, this commitment to be furnished at the time of closing, and to thereafter furnish title insurance policy reflecting ownership in the Purchaser. The Seller is to place all proper revenue stamps on this deed and the Purchaser is to pay the cost of recording same.

6. The parties hereto agree that the following conditions are specifically and absolutely made the essence of this agreement and must be strictly complied with by each of the parties hereto:

(a) The Seller hereby agrees to perform the following services:

- | | |
|--|--|
| (1) Furnish reasonable water for home. | (11) Provide water and sewer for recreation facilities.. |
| (2) Provide garbage areas and removal from same. | (12) Maintain streets. |
| (3) Sewer service for home. | (13) Furnish electricity for street lights. |
| (4) Maintain water distribution lines in easement areas. | (14) Maintain recreation facilities. |
| (5) Provide proper management. | (15) Paint outside wood trim on home. |
| (6) Maintain sidewalks. | (16) Furnish electricity for recreation facilities. |
| (7) Provide recreation facilities. | (17) Provide park areas. |
| (8) Maintain sewer distribution lines in easement areas. | (18) Provide laundry areas. |
| (9) Mow, edge and care for lawn in recreation areas. | (19) Mow and edge grass around home. |
| (10) Maintain street lights. | (20) Clean and provide water for laundry areas. |

(b) Purchaser agrees to pay to the Seller the sum of \$ _____ per month as a service charge for the services furnished by the Seller as set forth above.

(c) The Seller shall have the right to increase the cost of the services above set forth provided, however, that in the event the Seller should increase the cost of services as set forth herein and said increase or the sum total of said increases should equal a percentage increase of more than 25% of the original amount herein set forth, the Purchaser shall have the absolute option to require the Seller to repurchase the unit herein described, said repurchase to be in conformity with the repurchase formula hereinafter set forth, provided that in the event, by reason of such increase, such demand is made to repurchase, the Seller shall have the right to reduce the rates in order to comply with the maximum increase requirement set forth above, such reduction to be made within ten (10) days from the date of the demand to repurchase by the Purchaser.

(d) The Seller has furnished to the Purchaser the printed restrictions and regulations which will govern the activities of all persons purchasing the units located in the development known as SHANGRI-LA. The Purchaser hereby acknowledges that he has received a copy of these restrictions and regulations and same have been fully and completely explained, and the Purchaser hereby agrees to abide by all of said printed restrictions and regulations. The Seller warrants that the same restrictions and regulations will apply to all units in the development known as SHANGRI-LA.

(e) It is the purpose of the Seller to maintain for the use and benefit of each of the purchasers of the units located in the development known as SHANGRI-LA a completely compatible and proper atmosphere of cooperative living. It is agreed between the parties hereto that the Seller must have the absolute right to determine at any time the qualifications and fitness of any Purchaser of units in this development. In the event the Seller shall, for any reason determine that the Purchaser does not serve the best interests of the development and the occupancies of the other purchasers under similar agreements, the Seller has the right to deliver notice to vacate directed to the Purchaser herein, same being served by certified U. S. Mail to the address allocated to the unit hereinabove described. Said notice shall state that the Purchaser shall vacate said premises on or before thirty (30) days from date. In the event such notice is given by the Seller to the Purchaser, the Seller shall be required to repurchase from the Purchaser, said repurchase to be in accordance with the repurchase formula hereinafter set forth, unless the Purchaser exercises his right of resale as stated under 6 (f) within the thirty (30) days after notice to vacate has been given. The Seller shall have complete discretion in the exercise of this option and shall not be required to provide to the Purchaser herein any reason for giving such notice.

(f) In the event the Seller exercises the option contained in Paragraph 5, sub-section (e) above, the Purchaser will convey to the Seller by warranty deed. The parties further agree all service charges must be paid by the Purchaser up to the date of the actual reconveyance. The Seller shall have the right to determine the amount of the service charges unpaid together with any other charges owed by the Purchaser to the Seller and shall have the right to deduct same from the purchase price. Taxes will be prorated between the parties as of the date of such reconveyance.

(g) In the event of such reconveyance by the Purchaser to the Seller, the Seller hereby agrees to pay the Purchaser the purchase price of _____ as set forth herein, less 4% per year from the date of purchase or any portion of a year. The price so stated is the total price of the unit less personal property included in the total price.

143 (h) It is understood and agreed by the parties hereto that in the event the Seller should repurchase under any provision of this agreement the unit herein described, the condition of said unit shall be taken into consideration in determining the price to be paid by the Seller; that the cost of making such repairs as to cause the unit to be in good condition shall be deducted from the purchase price agreed upon by the parties. In the event that the amount of the repairs cannot be agreed upon by the Seller and Purchaser, both parties agree to refer the matter to the Advisory Committee hereinafter described in this agreement.

(i) In the event the Purchaser is desirous of selling the unit herein described, the Seller shall have the option to repurchase said unit, the purchase price of same to be based upon the above set forth repurchase formula. In the event the Purchaser has a bona fide offer to sell said unit at a price in excess of the purchase price herein set forth, the Seller shall have the right of first refusal for a period of ten (10) days after the notice of such bona fide offer is given to the Seller by the Purchaser. The purchase price to be paid by the Seller shall be the amount of the bona fide offer provided that the person making the bona fide offer is approved by the Advisory Committee. However, in no event will this price exceed the original purchase price as stated in 6 (g) less that amount required to make such repairs as stated in 6 (h).

(j) The parties agree that it is absolutely necessary in order to maintain the standards desired by both the Purchaser and Seller for this cooperative living project, for the Seller and the Advisory Committee hereinafter described to have full and complete control of this development. It is, therefore, understood and agreed by and between the parties that the Purchaser is not to encumber the unit herein described except after obtaining the written consent of the Seller. It is agreed by the Seller, however, that such consent shall not be unreasonably withheld.

(k) It is understood and agreed by the parties hereto that in the event the service charges are not paid by the Purchaser as described in Paragraph 6, sub-section (h) of this agreement, the Seller shall be entitled to a lien on the above-described unit in the amount of the unpaid charges; that Seller shall have the right to perfect such lien and to foreclose same, if necessary, in order to collect the unpaid service charges, and that in the event such action becomes necessary, Purchaser agrees to pay the costs of such action, including a reasonable fee for Seller's attorney.

(l) The parties agree that in order to maintain the high standards desired by both of the parties concerned in this cooperative living development, an Advisory Committee is to be formed composed of five (5) members. Two of such members shall be appointed by the Seller and three shall be elected by the owners of the units, all of whom will have purchased said units under agreements similar to this agreement. The Advisory Committee shall have the right to promulgate and enforce such reasonable rules regarding the operation of this cooperative living development, and shall also have the responsibility of approving all prospective owners in the event any of the units involved in this cooperative living development should be resold by the owners thereof. The Advisory Committee shall also act as the liaison between the respective owners and the management and will make such recommendations which may be deemed necessary and to the benefit of all concerned.

(m) The Seller, as a service to the Purchaser and in order to make it impossible for unsightly television antennas to clutter the premises, is to install a central television antenna system. The parties agree that in the event the Purchaser is desirous of having a television requiring an outside antenna, connection will be made to the central antenna system, and the Purchaser agrees to pay a charge of \$1.00 per month for this service. The Seller is to install and maintain said system without further charge or cost to the Purchaser.

(n) The Seller hereby warrants that all restrictions set forth in this agreement shall be included in each and every agreement entered into by the Seller for units sold in that development known as SHANGRI-LA.

(o) The parties hereto agree that the following provision shall be included in the deed of conveyance from the Seller to the Purchaser:

"This conveyance is subject to all the terms, conditions, regulations and restrictions as reflected by that certain agreement entered into by and between the parties hereto dated the _____ day of _____, 19____, and said restrictive covenant shall be binding on the parties obtaining title to said property by, through, and under the Grants herein named."

(p) Purchaser agrees to make no exterior changes including color of unit without written approval from Seller.

(q) Seller hereby reserves the right to assign all rights of management herein reserved on the part of the Seller, provided, however, that any such assignment will not relieve the Seller of the obligations set forth herein relative to management should the assignee in any way fail to comply with such covenants and conditions.

(r) The restrictive covenants contained in this Agreement may be modified, amended, and changed by the approval of the Seller, or its assigns, and sixty percent (60%) of the actual owners of lots located in the development known as SHANGRI-LA.

7. Time is the essence of this agreement, and all covenants and agreements herein contained shall extend to, and be obligatory upon the heirs, executors, administrators and assigns of the said respective parties.

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

PINELLAS COUNTY FLA.
OFF. REC. BK 11697 PG 1906

Witnesses:

As to Seller

BY:

SELLER

As to Purchaser

PURCHASER

AMENDED ARTICLES OF INCORPORATION
OF
SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC.

ARTICLE I
NAME

The name of this corporation is THE SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC., hereinafter called the "Association".

ARTICLE II
OFFICE

The principal office of the Association shall be located at 250 Rosary Road NW, Largo, Florida, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

The Association is a not for profit Association and shall have perpetual existence, governed by Florida Statutes Chapter 617 and Chapter 720. The specific purposes for which the Association is formed are to promote the health, safety, and general welfare of the residents within the property and to carry out, enforce, and otherwise fulfill its rights and responsibilities pursuant to that certain Amended and Restated Declaration of Covenants and Restrictions as recorded in the Public Records of Pinellas County, Florida, and any amendments or modifications thereof, herein together called the "Declaration."

ARTICLE IV
MEMBERSHIP

Each person who is a record owner of a fee interest in any Lot which is subject to the provisions of the Declaration, shall be a member of this Association. The foregoing does not include persons who hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons, all such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the Declaration, and shall be automatically transferred by the conveyance of that Lot.

ARTICLE V
VOTING RIGHTS

Voting Rights. Every Owner of a Lot which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations. Every owner in good standing of a Lot subject to the Declaration shall be entitled to one (1) vote for that Lot.

ARTICLE VI
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors consisting of seven (7) directors.

ARTICLE VII
OFFICERS

The Board of Directors shall elect a president, vice president, secretary and treasurer, and such other officers as may be designated in the By-Laws, and shall be elected at the time and in the manner prescribed in the By-Laws.

ARTICLE VIII
AMENDMENT OF ARTICLES

These Articles of Incorporation may be amended, from time to time, as follows:

A. Notice of any such proposed amendment shall be given at least twenty-one (21) days before any special or annual meeting of the membership of the Association by mail or hand delivery, and by posting on bulletin boards on the premises of the Association's real property located at 250 Rosary Road NW, Largo, Florida. Forty (40%) percent or more of the membership must be present in person or by proxy and at least sixty (60%) percent of those voting interests present must vote to approve the proposed amendment(s).

B. A copy of those amendment(s), when passed, shall be distributed to the membership and filed with the Florida Secretary of State and recorded in the Official Records of Pinellas County, Florida.

IN WITNESS WHEREOF the undersigned being the President and Secretary of the Association hereby certify that the foregoing Amended Articles of Incorporation were adopted by the members of the association on this 30th day of March, 2010.

Signed, sealed and delivered
in the presence of:

SHANGRI-LA HOME OWNERS ASSOCIATION
OF LARGO, INC., a Florida not-for-profit corporation

Sign

Print

Sign

Print

Sign

Print

Sign

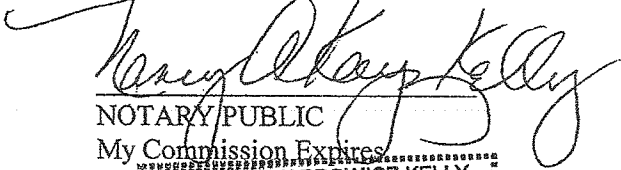
Print

HAROLD TURNTINE, President

KARIN JOHNSON, Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this 30th day of March, 2010, personally appeared HAROLD TURNTINE, President of Shangri-La Home Owners Association of Largo, Inc., to me well known to be the person described in and who signed the foregoing instrument and acknowledged to me that he/she executed the same freely and voluntarily for the uses and purposes therein expressed.


NOTARY PUBLIC

My Commission Expires:

NANCY A. KARPOWICZ-KELLY

Comm# DD0901710

Expires 7/26/2013

Florida Notary Assn., Inc



STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this 30th day of March, 2010, personally appeared KARIN JOHNSON, the Secretary of Shangri-La Home Owners Association of Largo, Inc., to me well known to be the person described in and who signed the foregoing instrument and acknowledged to me that he/she executed the same freely and voluntarily for the uses and purposes therein expressed.


NOTARY PUBLIC

My Commission Expires:

NANCY A. KARPOWICZ-KELLY

Comm# DD0901710

Expires 7/26/2013

Florida Notary Assn., Inc



This Instrument Prepared by
and return to:

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2012114584 04/21/2012 at 10:59 AM
OFF REC BK: 17557 PG: 1143-1146
DocType:RST RECORDING: \$35.50

Elizabeth R. Mannion
STROHAUER, MANNION & SON, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33577

CERTIFICATE OF APPROVAL AND FILING OF AMENDED BY-LAWS
FOR SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

On March 30, 2012, a meeting was held of the Board of Directors and Association of SHANGRI-LA PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation, and with not less than sixty (60%) percent of the voting members duly qualified to vote, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend the By-Laws, which were recorded in O. R. Book 16870, Page 1506, et seq., in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Article XIII, does hereby file the Amendments to the AMENDED BY-LAWS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

SEE ATTACHED AMENDMENTS

THESE AMENDMENTS TO THE AMENDED BY-LAWS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC. are made this 9th day of April, 2012.

SHANGRI-LA HOMEOWNERS ASSOCIATION
OF LARGO, INC.

By: Harold Turntine
HAROLD TURNTINE President

Attest: Joan Streich
JOAN STREICH, Secretary

This Instrument Prepared by
and return to:

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2012114584 04/21/2012 at 10:59 AM
OFF REC BK: 17557 PG: 1143-1146
DocType:RST RECORDING: \$35.50

Elizabeth R. Mannion
STROHAUER, MANNION & SON, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33577

CERTIFICATE OF APPROVAL AND FILING OF AMENDED BY-LAWS
FOR SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

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SEE ATTACHED AMENDMENTS

THESE AMENDMENTS TO THE AMENDED BY-LAWS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC. are made this 9th day of April, 2012.

SHANGRI-LA HOMEOWNERS ASSOCIATION
OF LARGO, INC.

By: Harold Turntine
HAROLD TURNTINE President

Attest: Joan Streich
JOAN STREICH, Secretary

This Instrument Prepared by
and return to:

Elizabeth R. Mannion
STROHAUER, MANNION & SON, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33577

CERTIFICATE OF APPROVAL AND FILING OF AMENDED BY-LAWS
FOR SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

On March 26, 2011, a meeting was held of the Board of Directors and Association of SHANGRI-LA PROPERTY OWNERS ASSOCIATION, INC., a Florida Corporation, and with not less than sixty (60%) percent of the voting members duly qualified to vote, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend the By-Laws, which were recorded in O. R. Book 16870, Page 1506, et seq., in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Article XIII, does hereby file the Amendments to the AMENDED BY-LAWS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC.

Article III, Section 1 - Annual Meetings

An annual meeting of the members shall be held on the last Friday in March of each year in the Shangri La Community Hall, at such time as the Board shall designate. If this day should be a legal holiday, the meeting shall be held on the next to the last Friday in March.

The order of business for the annual meeting shall be as follows:

1. Call to Order by the president of the board;
2. Establish that a quorum is present;
3. Election of a moderator for the meeting;
4. Approval of the minutes of previous annual meeting;
5. Treasurer's report;
6. Other officers' reports;
7. Committee reports;
8. Manager's report;
9. Unfinished business;
10. New Business;
11. Treasurer's presentation of the budget approved by the board;
12. Moderator announces end of voting;
13. Continue meeting to following day when ballots shall be counted and results announced; and
14. Adjournment.

Article III, Section 2— Other Meetings

Other Meetings. A petition signed by ten (10%) percent of the membership places an item on the meeting's agenda. Such petition must be submitted to the Board of Directors at least twenty-one (21) days before the meeting.

Special Meetings. A majority of the Board of Directors on their own, or in responses to a petition signed by members representing twenty (20%) percent of the total voting interests may call Special meetings of the members.

Article III, Section 3 – Notice of Meeting

Written notice of the annual or a special meeting of the members shall be given at least twenty-one (21) days in advance of the meeting by the Secretary posting and mailing a copy of such notice, including provisions for the proxy voting. The notice shall be addressed to the members' address last appearing on the books of the Association or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day, hour, and purpose of the meeting.

Article III, Section 4 - Quorum

The presence at the meeting of members entitled to cast or of proxies entitled to cast thirty (30) percent of the total eligible voting interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or the Declaration. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote shall have the power to adjourn the meeting from time to time, until a quorum shall be present or represented.

Article III, Section 5 – Ballots and Proxies

At all meetings of members, each voting member may vote in person or by proxy. Ballots and proxies shall be mailed to members of the Association at least twenty-one (21) days prior to an election or meeting of the members. Executed ballots and proxies shall be returned to the Association's office by a date designated by the Board of Directors. Names of candidates for the Board of Directors shall be listed alphabetically.

Article IV, Section 2 – Term of Office

The term of office shall be three (3) years. The terms shall be staggered so that as far as possible no more than one-third of the directors shall be elected at any one time. Members of the board may be elected to consecutive terms.

Article V, Section 1 – Nomination

Fourteen (14) days before ballots and proxies are mailed, a notice shall be mailed to all members of the association announcing the annual meeting date and requesting candidates for open positions on the Board of Directors.

Article XIII – Amendments

These By-Laws may be amended, from time to time, by a majority vote of the members at an annual or special meeting. Amendments to these By-Laws may be proposed, in writing, by any member of the Board of Directors, or by a written resolution signed by not less than twenty (20%) percent of the members of the Association. The form of such amendments must be approved by the association's attorney.

THESE AMENDMENTS TO THE AMENDED BY-LAWS OF SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC. are made this 30th day of March, 2011.

SHANGRI-LA HOMEOWNERS ASSOCIATION
OF LARGO, INC.

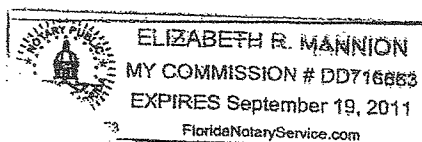
By: Harold Turntine
HAROLD TURNTINE President

Attest: Karin Johnson
KARIN JOHNSON, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 30th day of March, 2011, by HAROLD TURNTINE and KARIN JOHNSON, as President and Secretary, respectively, of SHANGRI-LA HOMEOWNERS ASSOCIATION OF LARGO, INC., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



Elizabeth R. Mannion
Notary Public
My Commission Expires:

AMENDED BY-LAWS
OF
SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation is SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC., hereinafter referred to as "The Association".

Section 2. Location. The principal office of the Association shall be located at 250 Rosary Road NW, Largo, Florida 33770, which office may be changed from time to time by action of the Board of Directors.

ARTICLE II

DEFINITIONS

The Definitions contained in Article I of the Restated and Amended Declaration of Covenants and Restrictions are hereby incorporated herein.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the members shall be held on the last Friday in March of each year, in the Shangri-La Community Hall, at such time as the Board may designate. If this day should be a legal holiday, the meeting shall be held on the next to the last Friday in March.

The order of business for the annual meeting shall be as follows:

- (1) Call to order by the President of the Board of Directors;
- (2) Establish quorum;
- (3) Approval of minutes of previous annual meeting;
- (4) Treasurer's report;
- (5) Other officer's reports;
- (6) Committee reports;
- (7) Manager's report;
- (8) Unfinished business;
- (9) New business;
- (10) Treasurer's presentation of the budget approved by the Board of Directors;
- (11) Election of Board of Directors; and
- (12) Adjournment.

Section 2. Other Meetings. There shall be a Quarterly Meeting of the members on the last Tuesday of April, July, October, and January of each year unless notified otherwise. The Quarterly Meeting shall be for the purpose of advising the members of the financial, legal, and other matters of general concern to the Association. No motions will be considered at these meetings. Members may submit written questions and/or comments about the Association to the Board to be considered at the next regular meeting of the Board.

Special Meetings. A majority of the Board of Directors on their own or in response to a petition signed by members representing twenty (20%) percent of the total voting interests may call a special meetings of the members.

Section 3. Notice of Meeting. Written notice of a special meeting of the members shall be given at least twenty-one (21) days in advance of the meeting by the Secretary posting and mailing or hand delivering a copy of such notice, including provisions for proxy voting. The notice shall be addressed to the members' address last appearing on the books of the association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, hour, and purpose of the meeting.

EXHIBIT

D

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty (30%) percent of the total voting interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or the Declaration. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, until a quorum shall be present or represented.

Section 5. Proxies. At all meetings of members, each voting member may vote in person or by proxy. Proxies and ballots shall be mailed or hand-delivered to the members of the Association at least twenty-one (21) days prior to an election or meeting of the members. Executed ballots and proxies shall be returned to the Association's office by a date designated by the Board of Directors. All proxies shall be in writing and filed with the Secretary.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors, consisting of seven (7) members, who shall be members of the Association.

Section 2. Term of Office. The term of office shall be one (1) year. Members of the Board may be elected to consecutive terms.

Section 3. Qualifications. All members of the Board of Directors must be in good standing in order to serve on the Board. No more than one owner of a Lot may serve on the Board at any one time.

Section 4. Vacancy. Any director may be recalled and removed from the Board, with or without cause, by a majority vote of the voting interests of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor. For a member to continue to serve on the Board of Directors, he or she must attend a minimum of six (6) meetings per year and may not miss more than two (2) consecutive regularly scheduled meetings. For suitable cause or in special circumstances, a majority of the Board of Directors may waive this requirement.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Indemnification. Members of the Board of Directors shall be held harmless and indemnified by the Association for all claims and liabilities, including attorney's fees, to which he or she may become subject by reason of serving on the Board of Directors except for claims or liabilities arising out of his or her own willful or gross negligence.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by applications presented prior to or at the Annual Meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot cast in person or by proxy. Candidate(s) receiving the highest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held on the third Friday of January through May and September through November. No regular Board meetings shall be held in June, July, August

and December.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

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

Section 4. Notice. Except in an emergency, notice of all Board meetings shall be posted at least forty-eight (48) hours in advance of such meetings. All meetings to consider assessments or amendments to rules regarding Lot use shall be posted and mailed or hand-delivered not less than fourteen (14) days before the meeting. Notwithstanding any provision of these By-Laws as to notice, a director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a director shall also act as waiver of notice thereof.

Section 5. Adjourned Meeting. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration; and
- (b) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (c) authorize the execution of any easement as provided in the Articles of Incorporation or Declaration or other assignment, conveyance or transfer of property of the Association, real, personal or mixed.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) keep a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by twenty (20%) percent of the total voting interests.
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) and, as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and
 - (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.
- (d) issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability, fire and hazard insurance on property owned by the Association;

(f) maintain the Common Area and other land and improvements which the Association is obligated to maintain by the Declaration and

(g) perform such other functions and duties as may be provided by the Declaration or the Articles and not expressly reserved to the members.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary and treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

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

(a) President: The president shall preside at all meetings of the members and of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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

(c) Secretary: The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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

Any persons who, in any manner, handle monies of the Association must be bonded in an amount no less than the amount in reserves plus twenty-five (25%) of the budget. The expense of that bond shall be born by the Association. All checks on association funds must bear two (2) authorized signatures.

ARTICLE IX

COMMITTEES

The Association shall appoint a Finance Committee which shall monitor the Association's finances during the year and assist the Board of Directors in preparing a budget for the following year. The Treasurer shall be chairman and the manager an ex-officio member of this committee.

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

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

ARTICLE XI

CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII

FISCAL YEAR

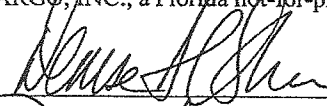
The fiscal year of the Association shall begin on the first day of July of every year and continue through June 30th of the following year.

ARTICLE XIII

AMENDMENTS

These By-Laws may be amended, from time to time, at a regular or special meeting of the Board of Directors, by the assent of a majority of the directors serving at the time such amendment is made. Amendments to these By-Laws may be proposed, in writing, by any member of the Board of Directors or by a written resolution signed by not less than twenty (20%) percent of members of the Association.

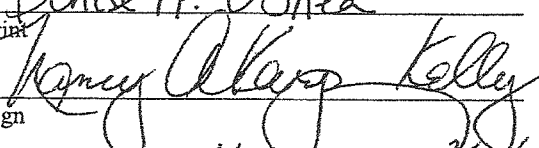
The foregoing was adopted as the Amended By-Laws of SHANGRI-LA HOME OWNERS ASSOCIATION OF LARGO, INC., a Florida not-for-profit corporation, on the 30th day of March, 2010.



Sign

Denise A. O'Shea

Print



Sign

NANCY A KARPOWICZ KELLY

Print



HAROLD TURNTINE,
President of the Association

Denise A. O'Shea
Sign
Denise A. O'Shea
Print
Nancy A. Karpowicz Kelly
Sign
NANCY A Karpowicz Kelly
Print

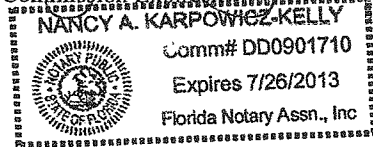
Karin Johnson
KARIN JOHNSON
Secretary of the Association

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this 30th day of March, 2010, personally appeared HAROLD TURNTINE, the President of Shangri-La Home Owners Association of Largo, Inc., to me well known to be the person described in and who signed the foregoing instrument and acknowledged to me that he/she executed the same freely and voluntarily for the uses and purposes therein expressed.

Nancy A. Karpowicz Kelly
NOTARY PUBLIC

My Commission Expires:



STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, on this 30th day of March, 2010, personally appeared KARIN JOHNSON, the Secretary of Shangri-La Home Owners Association of Largo, Inc., to me well known to be the person described in and who signed the foregoing instrument and acknowledged to me that he/she executed the same freely and voluntarily for the uses and purposes therein expressed.

Nancy A. Karpowicz Kelly
NOTARY PUBLIC

My Commission Expires:

