

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

ARTICLE I
Name, Location and Membership

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

Membership

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

ARTICLE II

Meetings of Membership

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

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

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

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

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

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

ARTICLE III

Board of Directors

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

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

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

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

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

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

- (A) The Board of Directors shall instruct management to make and collect assessments and establish the time within which payment of the same are due.
- (B) To use and expend the assessments collected; to maintain, improve, replace and preserve the property of The Association not under the exclusive responsibility of Unit Owners; and to purchase, lease or otherwise obtain equipment, materials and supplies appropriate for such purposes.

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

Section 7. MEETINGS.

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

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

ARTICLE IV

Officers

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

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

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

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

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

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

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

ARTICLE V

Finances

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

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

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

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

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

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

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

ARTICLE VI

Legal Action

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

ARTICLE VII

Arbitration

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

ARTICLE VII

Amendment of By-Laws

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

ARTICLE VIII

Indemnification

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

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

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

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

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

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

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

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

ARTICLE 9

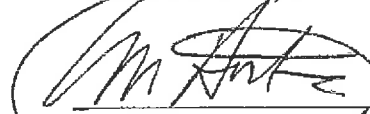
9. PARLIAMENTARY RULES. ROBERT'S RULES OF ORDER (latest edition) shall be used as a guide in the conduct of members' meetings, Board meetings, and committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted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

ARTICLE 10

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


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

TAHITIAN PLACE HOMEOWNERS'
ASSOCIATION, INC.



President GOD

ATTEST:



Secretary

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

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2007294926 09/06/2007 at 03:01 PM
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DocType:RST RECORDING: \$27.00

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

NOTICE IS HEREBY GIVEN that a special meeting of the members on August 7, 2007, by the approval of sixty percent (60%) of the owners within Tahitian Place, the Tahitian Place, Dunedin, Florida Planned Residential Development Restrictions, as amended and restated, recorded in O.R. Book 12117, Page 1383, et seq. in the Public Records of Pinellas County, Florida, be, and the same are hereby amended as follows:

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

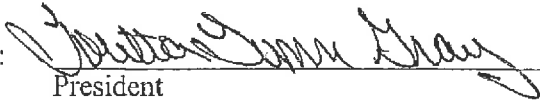
IN WITNESS WHEREOF, TAHITIAN PLACE HOME OWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 29 day of August, 2007.

TAHITIAN PLACE HOME OWNERS
ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

By:


President


Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of August, 2007, by [Signature], President, and [Signature], Secretary of Tahitian Place Home Owners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.



[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

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

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

The Tahitian Place Restrictions are amended by adding an entirely new paragraph 23 to read as follows:

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

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

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**SCHEDULE OF AMENDMENTS
TO
BY-LAWS
FOR
TAHITIAN PLACE**

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

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

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

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

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EXHIBIT "A"

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

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

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

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

TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.



By: Francis J. Kelly
Francis J. Kelly, President

ATTEST:

Gloria M de Pinho

Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

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

Christine M. Koelsch
NOTARY PUBLIC

State of Florida

My Commission Expires: 06/18/2014

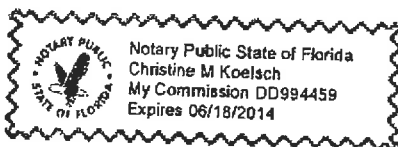


EXHIBIT "A"

SCHEDULE OF AMENDMENTS

TO

PLANNED RESIDENTIAL DEVELOPMENT RESTRICTIONS

FOR

TAHITIAN PLACE HOME OWNERS' ASSOCIATION, INC.

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

Section 8. – Page 4

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

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

Section 8. – Page 4

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