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FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL

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92 JUN 16 PM 3:59

O. R. 869 P6 0030

BY-LAWS OF
HERNANDO BEACH UNIT 13-B PROPERTY OWNERS ASSOCIATION, INC
(a corporation not for profit)
(Amended January 9, 1991)
(Amended June 15, 1992)

ARTICLE I

Offices and Resident Agent

Section 1. The principal office of the Corporation shall be located in the Hernando Beach South Community or at such other place as may hereafter be designated by the Board of Directors. (P O Box 3023, Spring Hill, Florida 34606)

Section 2. The President of the Corporation shall be the resident agent upon whom process may be served. It shall be the duty of the secretary of the Corporation to keep the Secretary of State of Florida informed with a current address of said office together with the name of said resident agent.

ARTICLE II

Section 1. All persons, associations and corporations owning the fee simple title to any of the property known as Hernando Beach unit 13-B shall be members of this corporation and shall be admitted to such membership by the recording of a conveyance to such party of the fee simple title of a portion of said property so that such party no longer owns any property within Hernando Beach, unit 13-B shall automatically divest said party of membership in this Corporation.

Section 2. At all meetings of the membership, each member of this Corporation shall be entitled to one vote. In the event of ownership of a lot(s) by more than one party, a majority interest of the ownership shall be entitled to the vote; in the event there is no majority interest, no vote shall be cast.

Section 3. All dues and assessments charged to each owner for the proper and necessary operation of the Property Owners Association shall be determined by a majority vote of the Board of Directors after a thorough review of the Annual Budget. The Annual Budget shall include all required expenses.

ARTICLE III

Board of Directors

Section 1. There shall be a board of directors consisting of the four

Officers and three to six Members at Large. They shall be elected by the members entitled to vote at the annual meeting of the membership and shall hold office for one year and until their successors are duly elected and qualify.

Section 2. All Directors must be members of the Corporation.

Section 3. The Board of Directors may adopt such rules and regulations for the conduct of their meetings and the management of the affairs of the Corporation as they deem proper, so long as the same are not inconsistent with these By-Laws, the Articles of Incorporation or the laws of the State of Florida.

Section 4. Meetings of the Board of directors may be held at such place as the Board may from time to time determine either within or without the State of Florida.

Section 5. The Annual Meeting of the Board of Directors shall be held without notice immediately following the annual meeting of the members and at the same place.

Section 6. All other meetings of the Board of Directors shall be held at the time and place designated in a written notice given by the President, or in the case of his absence or inability to act, the Secretary, at least five (5) days prior to the date of such meeting. A waiver of notice of any meeting by any Director either in writing or telegraph, cable or radio, before or after such meeting shall in all respects be valid an equivalent of notice thereof to such Directors.

Section 7. Any Director may be removed either with or without cause at any special meeting called for that purpose of the members by a vote of two-thirds of the membership. Upon such removal, the vacancy caused by such removal may be filled at such meeting by a vote of the majority of the membership present.

Section 8. Any Director who is absent from three consecutive meetings of the Board of Directors shall be automatically removed as a member of the Board of Directors by reason of such absence; provided, however, the president of the Corporation may excuse any Director from attending any meeting and when so excused such director shall not be considered absent for the purposes thereof.

Section 9. Any vacancy occurring in the Board of Directors other than by reason of removal by the membership may be filled for the unexpired term by a majority vote of the Board of Directors at a special meeting called and held for the purpose.

Section 10. The Board of Directors shall have the general control and management of the affairs of the Corporation, may authorize the execution of contracts, deeds and other instruments of conveyance or encumbrance or evidencing indebtedness, and shall have general charge and supervision over the Officers of the Corporation. The Board of Directors is the sole interpreter of the By-Laws of the Corporation and shall make all final decisions for the settlement of procedural and jurisdictional disputes between any member of the Corporation and the decision of the Board of Directors in these matters shall be final.

Section 11. Except as otherwise provided in these By-Laws or in the Articles of Incorporation all decisions of the Board of Directors may be made by affirmative vote of not less than two Directors.

ARTICLE IV

Officers

Section 1. The Officers of this Corporation shall be a President, Vice President, Secretary and Treasurer.

Section 2. The Officers of this Corporation shall constitute an Executive Committee.

Section 3. The term of officers shall be one year or until their successors are elected. In the case of a vacancy in office, such vacancy may be filled for the duration of the unexpired term by vote of the Board of Directors.

Section 4. The President shall preside at all meetings, call meetings whenever necessary or upon the written request of a majority of the members, shall make an annual report to the Corporation and shall be charged with the responsibility of conducting its affairs.

Section 5. The Vice President shall act for the President in his absence, shall call meetings of the Board of Directors when necessary, or when requested by the President to do so, and he shall preside at such meetings.

Section 6. The Secretary shall keep minutes of all meetings of the Corporation and Board of Directors, keep a roster of all members and their addresses and shall keep records of the Corporation files and shall assist the President and Vice President in their duties.

Section 7. The Treasurer shall keep a record of the Corporation membership and collect all dues and assessments, shall maintain an account, in an approved bank, for the Corporation's funds and any special expenses that have been approved by the Board of Directors. He shall keep records of all corporation income and expenses and make an annual report of these at the annual meeting. He may be required to maintain a bond, at the Corporation's expense, in an amount determined by the Board of Directors.

Section 8. Any officer may be removed from office at any time with or without cause by the Board of Directors.

Section 9. Officers shall be entitled to receive such salary and compensation as may be determined by the Board of Directors.

ARTICLE V.

Meetings

Section 1. All annual Meetings beginning in 1990 shall be held the second Saturday in March at 10:00 A.M. at a location in the Hernando Beach South Community which shall be posted at both entrances off Shoal

Line Boulevard.

Section 2. The President may call other meetings if he deems it necessary or when requested in writing by a majority of the members. However, the purpose of such meeting must be stated in the notice of meeting.

Section 3. Written notice of all special membership meetings must be mailed to all members at least ten (10) days prior to such meeting.

Section 4. The members present at any meeting of the membership shall constitute a quorum regardless of the number.

Section 5. Conduct of all meetings shall be by Robert's Rules of Order.

Section 6. Members may vote by proxy at all meetings of the membership. All notices of meetings of the membership shall include a form of proxy substantially as follows:

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby constitutes and appoints BENEDICT C. FERNANDEZ as his duly authorized agent for the sole purpose of casting the vote of the undersigned upon all matters for which a vote of the membership is held at the meeting of Hernando Beach Unit 13-B Property Owners Association, Inc.

Signed, sealed and delivered in the presence of:

Benedict C. Fernandez

Joyce A. Stramullo
Joyce A. Stramullo Notary Public
This June 15, 1992 by Benedict C. Fernandez, who is personally known to me and who did not take an oath.
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 18, 1993
BONDED THRU GENERAL INV. UND.

STATE OF FLORIDA
COUNTY OF HERNANDO
The foregoing instrument was acknowledged before me
ARTICLE VI
Finance

Section 1. The funds of the Corporation shall be deposited in the name of the Corporation in such bank or banks as the Board of Directors may from time to time designate.

Section 2. All checks, drafts, notes, bills of exchange and orders for the payment of money shall be signed by not less than two persons, at least one of whom shall be the President or the Treasurer; the Board of Directors may designate persons other than the President and the Treasurer authorized to sign such instruments.

ARTICLE VII

Corporate Seal

The seal of the Corporation shall be circular in form, shall bear the

name of the Corporation around the circumference thereof and the year in which the Corporation was formed in the center thereof.

ARTICLE VIII.

Fiscal Year

The fiscal year of the Corporation shall be from April 1 of each year through the last day of March of the year next following.

ARTICLE IX.

Amendments

Section 1. These By-Laws may be altered, amended or repealed by the Board of Directors at any special meeting called for that purpose.

Section 2. These By-Laws and any additional By-Laws hereafter made by the Board of Directors may be altered, amended or repealed by the membership by a vote of a majority of the membership at the time of such meeting, provided notice of the proposed alteration, amendment or repeal of the By-Laws is given in writing at least ten(10) days prior to such meeting.



Benedict Fernandez, President

For the Board of Directors, Hernando Beach Unit 13-B Property Owners Association

PREPARED BY:

CHARLES A. KRAUSS, JR
~~BY~~ HERNANDO BEACH HOMEOWNERS ASSOCIATION
PO 3023
SPRING HILL, FLA 34606

R



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

June 24, 1999

RICHARD R DOYLE ***2ND MAILING***
HERNANDO BEACH SOUTH PROPERTY OWNERS
PO BOX 3607
HERNANDO BEACH, FL 34607

The Articles of Incorporation for HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC. were filed on May 18, 1999 and assigned document number N99000003083. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

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

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

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

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

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

Beth Register, Corporate Specialist Supervisor
New Filings Section

Letter Number: 399A00027572

ARTICLES OF INCORPORATION OF HERNANDO BEACH SOUTH
PROPERTY OWNERS ASSOCIATION, INC.

99 MAY 18 PM 2:53
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a nonprofit corporation under the Florida Nonprofit Corporation Act, Florida Statutes Chapter 617, do hereby make and adopt the following Articles of Incorporation:

Article 1
NAME AND PRINCIPAL OFFICE

The name of the Corporation is: "HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC."

The initial principal office of the Corporation is located at P O. Box 3607, Spring Hill, Florida 34611 (Mailing Address) and 3480 Bluefish Dr., Hernando Beach, Fl. 34607 (Florida street address).

Article 2
NOT FOR PROFIT

The Corporation is a nonprofit corporation as defined in Florida Statutes Chapter 617. The Corporation is not formed for pecuniary profit. No part of the income or assets of the Corporation is distributable to or for the benefit of its Members, Directors or Officers, except to the extent permissible under law.

Article 3
DURATION

The duration (term) of the Corporation is perpetual.

Article 4
PURPOSES

The Corporation is organized, and shall be operated exclusively for, the following purposes:

- A. To enforce the Restriction Agreements, as modified and restated, as recorded in O.R. Book 996, Page 1318, public records of Hernando County, Florida; to be the Association referred to in said restrictions, and to assess property owners in accordance with said Restriction Agreements for the purpose of maintaining the canals, boat ramp, entrance areas and other property owned or maintained by the Corporation and for other purposes as authorized by these Articles of Incorporation,

the By-Laws or the Restriction Agreements.

B. To exercise all rights and powers conferred by the laws of Florida upon nonprofit corporations, including without limiting the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, convey, option, donate or otherwise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

C. To do such other things as are incidental to the purposes of the Corporation or necessary or desirable in order to accomplish them.

Article 5
LIMITATION

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its Members, Directors or Officers, but the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as stated in the By-Laws of the Corporation.

Article 6
MEMBERS

The Corporation shall have Members who shall consist of all of those persons who are, from time to time, the record fee simple title holders of platted lots in Hernando Beach Units 13-B and 13-C as per plats recorded in Plat Book 17, Page 70 and Plat Book 18, Page 9, Hernando County, Florida.

Article 7
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial Registered Office of the Corporation is P.O. Box 3607 SPRING HILL, FL 34611* and the name of its initial Registered Agent at that address is RICHARD R. DOYLE

*Street Address is: 3480 Bluefish Dr., Hernando Beach, FL 34607

Article 8
INITIAL BOARD OF DIRECTORS

The management of the Corporation shall be vested in a Board of Directors.

The number of Directors constituting the initial Board of Directors is seven. The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than seven. The Members shall elect the Directors at the annual meeting of Members. The name and address of each initial Director of the Corporation is as follows:

Name	Address
RICHARD R. DOYLE ✓	3480 BLUEFISH DR. HERNANDO BEACH FL 34607
JOHN T. BOYLE	3424 JEWFISH DR. HERNANDO BEACH FL 34607
ANTONIO V. ROSCILLO ✓	3368 JEWFISH DR. HERNANDO BEACH FL 34607
MARY ANN FEDERICO ✓	3486 SHEEPHEAD DR. HERNANDO BEACH FL 34607
LARRY W. BARNETT ✓	3479 TRIGGERFISH DR. HERNANDO BEACH FL 34607
BILLY R. BROWN ✓	3520 AMBERJACK DR. HERNANDO BEACH FL 34607
ROBERT H. FARR ✓	3405 AMBERJACK DR. HERNANDO BEACH FL 34607

Article 9 OFFICERS

The Officers of the Corporation shall consist of a President, Vice President, Secretary, Treasurer (or a combination Secretary/Treasurer) and such other Officers and Assistant Officers as may be provided in the Bylaws. Each Officer shall be elected by the Board of Directors (and may be removed by the Board of Directors) at such time and in such manner as may be prescribed by the Bylaws. The name and address of each initial Officer of the Corporation is as follows:

Title	Name and Address
President	RICHARD R. DOYLE, 3480 BLUEFISH DR., HERNANDO BEACH, FL 34
Vice President	JOHN T. BOYLE, 3424 JEWFISH DR., HERNANDO BEACH, FL 34607
Secretary	MARY ANN FEDERICO, 3486 SHEEPHEAD DR., HERNANDO BEACH, FL
Treasurer	ANTONIO V. ROSCILLO, 3368 JEWFISH DR., HERNANDO BEACH, FL 346

Article 10 INCORPORATORS

The name and address of the Incorporator is as follows:

Name	Address
RICHARD R. DOYLE	3480 BLUEFISH DR. HERNANDO BEACH FL 34607

Article 11
BYLAWS

The Bylaws of the Corporation are to be made and adopted by the Members, and may be amended only by the Members in the manner stated in the By-Laws.

Article 12
AMENDMENT

These Articles of Incorporation may be amended only by approval of not less than one-half (1/2) of the entire eligible voting interests of the Members, as determined by the By-Laws, at a special meeting called for that purpose. Notice of such special meeting shall be given in the manner required by the By-Laws and a copy of all proposed amendments to the Articles of Incorporation shall be included in such notice.

Any such amendment of these Articles of Incorporation shall become effective only when filed with the Florida Department of State and all filing fees paid.

Article 13
INDEMNIFICATION

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida Nonprofit Corporation Act, except in any action or proceeding in which such Officer or Director, current or former, is determined to have breached or failed to perform his or her duties as an Officer or Director and such breach of, or failure to perform, his or her duties constitutes:

- A. A violation of criminal law;
- B. A transaction in which he or she derived an improper personal benefit, directly or indirectly; or
- C. Recklessness, or an act or omission committed in bad faith or with malicious purpose, or in a manner exhibiting willful disregard of human rights, safety or property.

Article 14
COMMENCEMENT OF CORPORATE EXISTENCE

~~The date when corporate existence shall commence is the date of filing these~~

In Witness Whereof, the undersigned has signed these Articles of Incorporation on this 3rd day of APRIL, 1999 following approval of same by the property owners at a meeting held the same day.

Richard R. Doyle
Incorporator

FILED
99 MAY 18 PM 2:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

State of Florida
County of Hernando

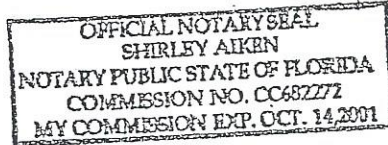
Before me personally appeared RICHARD R. DOYLE, to me well known and _____ known to me to be the person described in and who executed the foregoing Articles of Incorporation and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 3rd day of APRIL, 1999.

Shirley Aiken
Notary Public, State of Florida at Large

My commission expires:

[Seal]



ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent of HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC., which is contained in the foregoing Articles of Incorporation.

Dated this 3rd day of APRIL, 1999.

Richard R. Doyle
Registered Agent

ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER
RESTRICTION AGREEMENT

1. HERNANDO BEACH, INC., a Florida corporation, the developer of Hernando Beach, Units 13-B and 13-C, as per plats thereof recorded in Plat Book 17, Page 70 and Plat Book 18, Page 9, respectively, public records of Hernando County, Florida (the "Subdivision"), hereby assigns to HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), a Florida non-profit corporation, the rights of Hernando Beach, Inc. to modify or amend the Restriction Agreements as recorded in O.R. Book 504, Page 801, O.R. Book 624, Page 62, O.R. Book 675, Page 662, O.R. Book 872, Page 1320 and O.R. Book 996, Page 1318, public records of Hernando County, Florida (the "Restriction Agreements").

2. The right to modify or amend the Restriction Agreements, as assigned above, is subject to full and complete compliance with the applicable provisions of the By-Laws and Articles of Incorporation of the Association, including, but not limited to, the approval of any modification or amendment of the Restriction Agreements by the affirmative vote of not less than two-thirds (2/3) of the entire eligible voting interests of the Association membership. Proof of compliance shall be recorded in the Official Records of Hernando County, Florida, together with the appropriate modification or amendment document.

3. In addition to the rights of Hernando Beach, Inc. to modify or amend the Restriction Agreements as stated above, Hernando Beach, Inc. grants to the Association the non-exclusive right, in common with all owners of platted lots within the Subdivision, the right to enforce such Restriction Agreements.

4. This instrument is being prepared and recorded for the purpose of replacing that instrument of Assignment of Developer's Rights Under Restriction Agreement which on April 3, 1999 was inadvertently lost or misplaced.

Executed this 23rd day of November, 1999.

HERNANDO BEACH, INC.

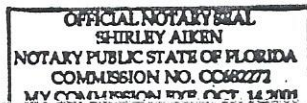
By: *Charles M. Sasser, Jr.*
Charles M. Sasser, Jr., President

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by CHARLES M. SASSER, JR., as President of HERNANDO BEACH, INC., a Florida Corporation, who is personally known to me, this 23rd day of November, 1999.

Shirley Aiken
Notary Public SHIRLEY AIKEN

My Commission expires:



ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER
RESTRICTION AGREEMENT FILE# 2002-035248
HERNANDO COUNTY, FLORIDA

2050

1. HERNANDO BEACH, INC., a Florida corporation, the developer of Hernando Beach, Units 13-B and 13-C, as per plats thereof recorded in plat book 17, page 70 and plat book 18, page 9, respectively, public records of Hernando County, Florida (the "Subdivision"), hereby assigns to HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), a Florida non-profit corporation, the rights of Hernando Beach, Inc. to modify or amend the Restriction Agreements as recorded in O.R. Book 504, page 801, O.R. Book 624, page 62, O.R. Book 675, page 662, O.R. Book 872, page 1320 and O.R. Book 996, page 1318, public records of Hernando County, Florida (the "Restriction Agreements").

RCD 06M 21 2002 11:05am
KAREN NICOLAI, CLERK

2. The right to modify or amend the Restriction Agreements, as assigned above, is subject to full and complete compliance with the applicable provisions of the By-laws and Articles of Incorporation of the Association, including, but not limited to, the approval of any modification or amendment of the Restriction Agreements by the affirmative vote of not less than two-thirds (2/3) of the entire eligible voting interests of the Association membership. Proof of compliance shall be recorded in the Official Records of Hernando County, Florida, together with the appropriate modification or amendment document.

3. In addition to the rights of Hernando Beach, Inc. to modify or amend the Restriction Agreements as stated above, Hernando beach, Inc. grants to the Association the non-exclusive right, in common with all owners of platted lots within the Subdivision, the right to enforce such Restriction Agreements.

Executed this 3RD day of APRIL, 1999.

HERNANDO BEACH, INC.

BY: Charles M. Sasser, Jr.
Charles M. Sasser, Jr., President

ACCEPTED AND APPROVED by the Hernando Beach South Property Owners Association, Inc. this 3rd day of April, 1999.

Richard R. Dyle
President

ATTEST: [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by CHARLES M. SASSER, JR., as President of HERNANDO BEACH, INC., a Florida corporation, who is personally known to me, this 3RD day of APRIL, 1999.

[Signature]
Notary Public

My commission expires:

OFFICIAL NOTARY SEAL
SHIRLEY AIKEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC682272
MY COMMISSION EXP. OCT. 14, 2001

R Carol Kinney
1230 Marina Blvd
Spring Hill FL
34609

** OFFICIAL RECORDS **
BK: 1543 PG: 894

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by
RICHARD R. SOYLE and MARY ANN FEDERICO, as
President and Secretary, respectively, of HERNANDO BEACH SOUTH
PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, who are
personally known to me or who produced
_____ as identification, this 3rd day of APRIL, 1999.

Shirley Aiken
Notary Public

My commission expires:

OFFICIAL NOTARY SEAL
SHIRLEY AIKEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC682272
MY COMMISSION EXP. OCT. 14 2001

Please return to
Coastal Mgt
PO Box 1407
Port Richey FL 34673

H

LORINDA 2608/1061
OFFICIAL RECORDS
BK: 2608 PG: 1061



**CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF**

HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that a duly called meeting of the members on September 18, 2008, by the approval of not less than a majority of those voting at the meeting, the By-Laws of Hernando Beach South Property Association, Inc. is hereby amended as shown on the attached Exhibit "A".

IN WITNESS WHEREOF, **HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.** has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 8 day of October 2008.

HERNANDO BEACH SOUTH POA, INC.

By: William Persons
William Persons, President

ATTEST:

Diane Overbeck
Secretary



11/10/2008 2:11PM # Pages 2
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 8 of October, 2008, by William Persons as President and Diane Overbeck as Secretary of Hernando Beach South POA, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

NOTARY PUBLIC:

[Signature]
State of Florida at Large
My Commission Expires



MARY ANN MYSZKOWIAK
MY COMMISSION # DD 487997
EXPIRES: November 13, 2009
Bonded Thru Budget Notary Services

Please return to
Coastal Mgmt
PO Box 1407
Port Richey FL 34673

EXHIBIT A

AMENDMENT TO
HERNANDO BEACH SOUTH PROPERTY OWNERS
BY-LAWS

ARTICLE IX, RESTRICTIONS, Section 2. of the Bylaws:

“Any modification or amendment of the Restriction Covenants for the community must be approved by the affirmative vote of not less than two thirds (2/3) of the entire eligible voting interest of the HBSPOA membership. those voting in person or by returned ballot at any special meeting called for that purpose or Regular meeting with due notice. Notice of the date, time, location and purpose of such meeting, including the proposed amendment(s) shall be mailed to each member not less than fifteen (15) days prior to the date of such meeting. A ballot will be included with a due date. For the purpose of this section and Section 4 of Article V Meetings above, the eligible voting interest shall consist of the owners of all four hundred twenty four (424) platted lots within the HBSPOA. (See Fla Statute 720.306).

2009022532
ROBIN 2648/1942

OFFICIAL RECORDS
BK: 2648 PG: 1942

LT1-2-2009022532-1

LT2-2648-1942-3

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

R

3

**CERTIFICATE OF AMENDMENT
TO
MODIFICATION AND RESTATEMENT OF RESTRICTION AGREEMENTS
FOR HERNANDO BEACH, UNIT 13-B AND UNIT 13-C**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 14, 2009, by the approval of not less than two-thirds (2/3) of the members present and voting at the duly called special meeting, the Modification and Restatement of Restriction Agreements for Hernando Beach, Unit 13-B and Unit 13-C is hereby amended as shown on the attached Exhibit "A".

IN WITNESS WHEREOF, HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 21 day of April 2009.

HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.

ATTEST:

Virginia Rau, Secretary
Printed Name

By: Diane Overbeck
Diane Overbeck, President
Printed Name

04/29/2009 10:01AM # Pages 3
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

STATE OF FLORIDA
COUNTY OF HERNANDO

On this 21 day of April, 2009, personally appeared before me Diane Overbeck, President, and Virginia Rau, Secretary of Hernando Beach South Property Owners Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

NOTARY PUBLIC

My Commission Expires:



MARY ANN MYSZKOWIAK
MY COMMISSION # DD 487997
EXPIRES: November 13, 2009
Bonded Thru Budget Notary Services

M:\AMENDS\HernandoBeachSouth-Rest-Cert-2-3rdsatMtg.0309.doc

#25. Attorney's Fees. In any proceeding brought to enforce this Agreement, or arising out of or relating to this Agreement, whether at law or in equity, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred, including fees for appeals. The Association shall be entitled to recover attorneys' fees and costs in relation to enforcement of the deed restrictions, including costs and fees for enforcement letters and pre-litigation notices of offers to mediate, whether or not suit is actually filed. Such fees shall be due from the lot owner and shall be assessed against the lot and shall constitute a lien upon the lot, all in accordance with paragraphs 21 and paragraph 22 of the Restriction Agreement for the properties in Unit 13-B and Unit 13-C Hernando Beach.

#26 Parking. No parking of any vehicle shall be allowed on the lawn or vacant lot. Vehicles shall only be parked on the driveway or out of sight in the garage/first floor level under the home. Only personal transportation vehicles (e.g. cars, vans, motorcycles, 1 ton or smaller trucks) may be parked on the driveway."

#2. Set Backs. There shall be nothing constructed on any lot, block or parcel except as hereafter provided within a minimum of 10 feet from each side of the property line and 25 feet from the front property line and 20 feet from the back property line where the ~~to~~ depth is 100 feet and 15 feet where the lot depth is less than 100 feet. Approved pools, screen rooms and fences are allowed in the rear set backs. Approved fences are allowed in the side set back".

#10. Minimum Residence Size. ~~Each residential structure in Blocks 133 thru 138, inclusive, shall contain a minimum of 1400 square feet of enclosed living area, exclusive of garage, porch, or screened area. Each residential structure in Blocks 139 and 140 inclusive,~~ All residential structures shall contain a minimum of 1600 square feet of enclosed living area, exclusive of garage, porches, or screened area. Each residence shall have an attached garage. No residence shall exceed three stories in height. The ground floor of all two or three story residences shall be enclosed in such a manner as to conceal all objects contained within the ground floor from view outside the residence.

"16. Landscaping. Each residence shall be sodded and landscaped in accordance with the plan submitted by the owner and approved by Hernando Beach, Inc. ~~The minimum retail value of sod and landscaping shall be \$1,500.00.~~ Sodding and landscaping shall be completed within thirty (30) days and sixty (60) days, respectively, of the issuance of the certificate of occupancy by Hernando County. ~~The entire yard between the street and the rear lot line shall be sodded.~~

Amendment

“All references in the Restriction Agreements to “Lot” are deleted and replaced by references to “Lot and all improvements thereon.”

PREPARED BY AND RETURN TO:
JOSEPH R. CIANFRONE, P.A.
1964 BAYSHORE BOULEVARD
DUNEDIN, FLORIDA 34698

R

2009058827
TRACEY 2695/1597


LT1-2-2009058827-1


LT2-2695-1597-2

g

**CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF
HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.**

OFFICIAL RECORDS
BK: 2695 PG: 1597

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on September 17, 2009, by the approval of not less than a majority of those voting at the meeting, the By-Laws of Hernando Beach South Property Owners Association, Inc. are hereby amended as shown on the attached Exhibit "A".

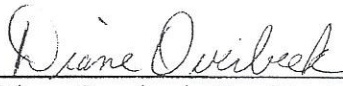
IN WITNESS WHEREOF, HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 13 day of October 2009.

HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.

ATTEST:



Virginia Rau, Secretary

By: 

Diane Overbeck, President

11/02/2009 2:35PM # Pages 2
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI


STATE OF FLORIDA
COUNTY OF HERNANDO

On this 13 day of October, 2009, personally appeared before me Diane Overbeck, as President, and Virginia Rau, as Secretary of Hernando Beach South Property Owners Association, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

My Commission Expires:



NOTARY PUBLIC

 MARY ANN MYSZKOWIAK
MY COMMISSION # DD 487997
EXPIRES: November 13, 2009
Bonded Thru Budget Notary Services

SCHEDULE OF AMENDMENTS
TO
BY-LAWS
OF
HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.

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

OFFICIAL RECORDS
BK: 2695 PG: 1598

ARTICLE III, BOARD OF DIRECTORS, shall be amended by adding an entirely new Section 13 as follows:

Section 13. The Board of Directors shall have the power to appoint a Covenant Enforcement Committee which shall be charged with determining whether a Lot Owner, or other person(s), is violating, or has violated, any of the provisions of the Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association. The Committee shall be composed of Lot Owners who are not Directors, officers or spouses of Directors, officers or employees.

The Board of Directors shall provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies, or of which that person is a guest, if that person is not the Owner, of the specific nature of the violation, including a statement setting forth the provisions of the documents allegedly violated, and advising of an opportunity for a hearing before the Covenant Enforcement Committee no less than fourteen (14) days after the date of the notice. The notice shall state the date, time and place of the hearing. At the hearing, the Covenant Enforcement Committee may determine whether to impose a fine up to One Hundred Dollars per day (\$100.00) for each offense and not to exceed One Thousand Dollars per year (\$1,000.00) for each offense.

If the Covenant Enforcement Committee determines it is proper to impose a fine, the findings of the Committee shall be forwarded to the Board of Directors. The Board of Directors may formally impose a fine and notify the offending party of the fine.

A fine pursuant to this section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be promptly paid to the Association by the Owners of that Lot. The outstanding fine shall be a personal obligation of the Lot Owner. A fine shall not become a lien against a Lot.

Nothing herein shall be construed as a precondition or a prohibition or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration and Association documents, including, but not limited to, legal action for damages or injunctive relief.

EXHIBIT "A"

2010008785
LORINDA 2720/1240

OFFICIAL RECORDS
BK: 2720 PG: 1240

02/18/2010 1:07PM # Pages 5
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI


LT1-2-2010008785-1


LT2-2720-1240-5

PREPARED BY AND RETURN TO:
Joseph R. Cianfrone, Esq.
Joseph R. Cianfrone, P.A.
1964 Bayshore Boulevard
Dunedin, FL 34698

R-ENV

**CERTIFICATE OF AMENDMENT
TO
MODIFICATION AND RESTATEMENT OF RESTRICTION AGREEMENTS
FOR HERNANDO BEACH, UNIT 13-B AND UNIT 13-C**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on September 17, 2009, by the approval of not less than two-thirds (2/3) of the members present and voting in person or by proxy, the Modification and Restatement of Restriction Agreements for Hernando Beach, Unit 13-B and Unit 13-C, as originally recorded in O.R. Book 996, Page 1318 et seq. of the Public Records of Hernando County, Florida, be, and the same is hereby amended as shown on the attached Exhibit "A".

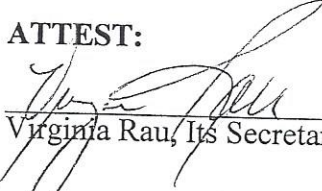
IN WITNESS WHEREOF, Hernando Beach South Property Owners Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 30 day of December, 2009.

HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.

(Corporate Seal)

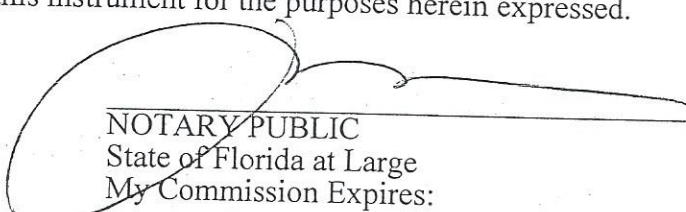
By: Diane Overbeek
Diane Overbeek, Its President

ATTEST:


Virginia Rau, Its Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

On this 30 day of December, 2009, personally appeared before me Diane Overbeek, President, and Virginia Rau, Secretary of Hernando Beach South Property Owners Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.


NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



MARY ANN MYSZKOWIAK
MY COMMISSION # DD 939003
EXPIRES: November 13, 2013
Bonded Thru Budget Notary Services

**SCHEDULE OF AMENDMENTS
TO THE
MODIFICATION AND RESTATEMENT OF RESTRICTION AGREEMENTS
FOR HERNANDO BEACH, UNIT 13-B AND UNIT 13-C, ANNEXING
CERTAIN PROPERTY**

THIS THIRD AMENDMENT to Modification and Restatement of Restriction Agreements for Hernando Beach, Unit 13-B and Unit 13-C, made and entered into this 4 day of February, 2010, by **HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.** (hereinafter referred to as "Association and Owner").

WITNESSETH:

WHEREAS, on the 14th day of December, 1994, HERNANDO BEACH, INC., a Florida Corporation, the Developer, executed that certain Modification and Restatement of Restriction Agreements for Hernando Beach, Unit 13-B and Unit 13-C (hereinafter referred to as "Declaration") for **HERNANDO BEACH, UNITS 13-B AND 13-C**, subdivisions of Hernando County, Florida, which Declaration is recorded in OR Book 996, Page 1318 et seq., and as subsequently amended, Public Records of Hernando County, Florida; and pursuant to the authority stated in said Declaration to amend same and the Assignment of Developer's Rights Under Restriction Agreement dated April 3, 1999, the said HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC., as the Association for and the owner of the real property described as Lot 23, Block 130 of Hernando Beach, Unit 14, and Section 24, Township 23 South, Range 16 East, of Hernando County, both parcels more particularly described in a legal description attached hereto as Exhibit "1".

NOW, THEREFORE, in consideration of the foregoing, said Declaration is amended as follows:

1. For the purposes of better assuring the protection of the value, desirability and attractiveness of the subdivision and of the above described property, the Association and Owner, hereby declares that the said real property described in the attached Exhibit "1", shall be annexed, held, sold and conveyed, subject to said Modification and Restatement of Restriction Agreements for Hernando Beach, Unit 13-B and Unit 13-C, as amended from time to time, as provided for in said Declaration and in the Articles of Incorporation and By-Laws of HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

IN WITNESS WHEREOF, the undersigned Association and owner herein hereunto sets its hand and seal this 4 day of February, 2010.

Signed in Presence of:

**HERNANDO BEACH SOUTH PROPERTY
OWNERS ASSOCIATION, INC.,**
a Florida Not for Profit Corporation

Janise Sousa
Christine Myzkowiat

Diane Overbeek
Diane Overbeek, President

EXHIBIT "A"

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 4 day of February,
20 10 by Diane Overbeek, President of Hernando Beach South Property Owners Association, Inc.,
who is personally know to me or who produced _____ as identification and who
did not take an oath.

Notary Public
My Commission Expires:



MARY ANN MYSZKOWIAK
MY COMMISSION # DD 839003
EXPIRES: November 13, 2013
Bonded Thru Budget Notary Services

EXHIBIT "A"

LEGAL DESCRIPTION
OF
ANNEXED LAND

OFFICIAL RECORDS
BK: 2720 PG: 1243

PARCEL 1:
LOT 23, BLOCK 130, HERNANDO BEACH, UNIT 14, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 11; PAGE 60, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA.

PARCEL 2 OVERALL DESCRIPTION: THAT PORTION OF THE NORTH 2683.00 FEET OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 16 EAST, HERNANDO COUNTY, FLORIDA, LYING WEST OF STATE ROAD 595. LESS AND EXCEPT ALL LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 457, PAGE 1471, PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA. BEING MORE FULLY DESCRIBED AS FOLLOWS:

DESCRIPTION: PARCEL "A"

A PORTION OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 16 EAST. HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE RUN ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 24, NORTH 88°46'49" WEST, 282.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595 AS NOW ESTABLISHED, AND THE POINT OF BEGINNING; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°22'56" WEST, 140.61 FEET; THENCE 54.98 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, SUBTENDED BY A CHORD DISTANCE OF 49.50 FEET WHICH BEARS SOUTH 45°22'56" WEST TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BLUEFISH DRIVE AS NOW ESTABLISHED; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°37'04" WEST, 265.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SEA BASS DRIVE AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND IT'S NORTHERLY EXTENSION, NORTH 00°22'56" EAST, 500.00 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF SAID SECTION 24; THENCE ALONG SAID NORTHERLY BOUNDARY LINE, SOUTH 88°46'49" EAST, 300.03 FEET TO THE POINT OF BEGINNING.

DESCRIPTION: PARCEL "B"

A PORTION OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 16 EAST. HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE RUN ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 24, NORTH 88°46'49" WEST, 282.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595 AS NOW ESTABLISHED; THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°22'56" WEST, 610.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°22'56" WEST, 1700.00 FEET; THENCE 54.98 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST, SUBTENDED BY A CHORD DISTANCE OF 49.50 FEET WHICH BEARS SOUTH 45°22'56" WEST TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JEWFISH DRIVE AS NOW ESTABLISHED; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 89°37'04" WEST, 265.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SEA BASS DRIVE AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°22'56" EAST, 1770.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BLUEFISH DRIVE AS NOW ESTABLISHED; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°37'04" EAST, 265.00 FEET; THENCE 54.98 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SUBTENDED BY A CHORD DISTANCE OF 49.50 FEET WHICH BEARS SOUTH 44°37'04" EAST TO THE POINT OF BEGINNING.

DESCRIPTION: PARCEL "C"

A PORTION OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 16 EAST. HERNANDO COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 24; THENCE RUN ALONG THE NORTHERLY BOUNDARY LINE OF SAID SECTION 24, NORTH 88°46'49" WEST, 282.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 595 AS

(Continued on Attached)

EXHIBIT "1"
OF
EXHIBIT "A"

NOW ESTABLISHED; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°22'56" WEST, 2460.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 00°22'56" WEST, 222.67 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE NORTH 2683.00 FEET OF SAID SECTION 24; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE, NORTH 88°46'49" WEST, 300.03 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF HERNANDO BEACH UNIT 13-B AS SHOWN ON PLAT RECORDED IN PLAT BOOK 17, PAGES 70 THRU 73 INCLUSIVE OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY BOUNDARY LINE, NORTH 00°22'56" EAST, 253.28 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF JEWFISH DRIVE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89°37'04" EAST, 265.00 FEET; THENCE 54.98 FEET ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, SUBTENDED BY A CHORD DISTANCE OF 49.50 FEET WHICH BEARS SOUTH 44°37'04" EAST TO THE POINT OF BEGINNING.

EXHIBIT "1"
OF
EXHIBIT "A"

ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER
RESTRICTION AGREEMENT

1. HERNANDO BEACH, INC., a Florida corporation, the developer of Hernando Beach, Units 13-B and 13-C, as per plats thereof recorded in plat book 17, page 70 and plat book 18, page 9, respectively, public records of Hernando County, Florida (the "Subdivision"), hereby assigns to HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC., (the "Association"), a Florida non-profit corporation, the rights of Hernando Beach, Inc. to modify or amend the Restriction Agreements as recorded in O.R. Book 504, page 801, O.R. Book 624, page 62, O.R. Book 675, page 662, O.R. Book 872, page 1320 and O.R. Book 996, page 1318, public records of Hernando County, Florida (the "Restriction Agreements").

2. The right to modify or amend the Restriction Agreements, as assigned above, is subject to full and complete compliance with the applicable provisions of the By-laws and Articles of Incorporation of the Association, including, but not limited to, the approval of any modification or amendment of the Restriction Agreements by the affirmative vote of not less than two-thirds (2/3) of the entire eligible voting interests of the Association membership. Proof of compliance shall be recorded in the Official Records of Hernando County, Florida, together with the appropriate modification or amendment document.

3. In addition to the rights of Hernando Beach, Inc. to modify or amend the Restriction Agreements as stated above, Hernando beach, Inc. grants to the Association the non-exclusive right, in common with all owners of platted lots within the Subdivision, the right to enforce such Restriction Agreements.

Executed this 3RD day of APRIL, 1999.

HERNANDO BEACH, INC.

BY: *Charles M. Sasser, Jr.*
Charles M. Sasser, Jr., President

ACCEPTED AND APPROVED by the Hernando Beach South Property Owners Association, Inc. this 3RD day of April, 1999.

Richard R. Dyle
President

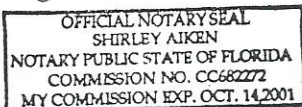
ATTEST: *Nancy P. [Signature]*
Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by CHARLES M. SASSER, JR., as President of HERNANDO BEACH, INC., a Florida corporation, who is personally known to me, this 3RD day of APRIL, 1999.


Shirley Aiken
Notary Public

My commission expires:



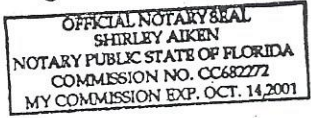
STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by
RICHARD R. SOYLE and MARY ANN FEDERICO, as
President and Secretary, respectively, of HERNANDO BEACH SOUTH
PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, who are
personally known to me or who produced _____
_____ as identification, this 3rd day of APRIL, 1999.



Notary Public

My commission expires:



MODIFICATION AND RESTATEMENT OF RESTRICTION AGREEMENTS
FOR HERNANDO BEACH, UNIT 13-B and UNIT 13-C

HERNANDO BEACH, INC., a Florida Corporation, the developer of Hernando Beach, Unit 13-B and 13-C, and the declarant under that certain Restriction Agreement dated June 4, 1982, and recorded in O.R. Book 504, Page 801, and Amendment to Restriction Agreement dated September 26, 1986 as recorded in O.R. Book 624, Page 0062, and Amendment to Restriction Agreement dated December 18, 1987 as recorded in O.R. Book 675, Page 0662, and Modification of Restriction Agreement dated May 22, 1992, as recorded in O.R. Book 872, Page 1320, all in the public records of Hernando County, Florida, hereby modifies and restates and retains said Agreements as to the following property:

Unit 13-B as per plat thereof as recorded in Plat Book 17 at Page 70, of the public records of Hernando County, Florida and

Unit 13-C as per plat thereof as recorded in Plat Book 18, Pages 9 and 10, of the public records of Hernando County, Florida, being a replat of Lots 1 thru 25, of Block 133, of Hernando Beach, Unit 13-B, as per plat thereof as recorded in Plat Book 17, at Page 70, of the public records of Hernando County, Florida.

1. IMPROVEMENTS. No building, addition, accessory; fence, television antenna or signal receiver, landscaping or other structure or improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any exterior addition to or change or alteration be made until complete written plans and specifications showing the nature, kind, size (including the size and square footage of each separate room or area), driveway layout, shape, color, height, floor plan, materials, location and approximate costs of same have been submitted and approved in writing by Hernando Beach, Inc. The failure of Hernando Beach, Inc. to give notice of its disapproval of such plans and specifications within thirty (30) days after receipt shall be deemed to constitute its approval. Hernando Beach, Inc. shall have the authority to issue and publish written rules, standards and guidelines consistent with the requirements of this paragraph, respecting the design, construction and landscaping of dwellings and other improvements. Denial of approval of plans and specifications by Hernando Beach, Inc. may be based on any ground, including purely aesthetic grounds, in the sole discretion of Hernando Beach, Inc. Approval may be denied on the basis that the proposed structure, or material component thereof, including roof or facade, is identical or nearly identical to one already existing or approved for construction in the subdivision.

2. SET BACKS. There shall be nothing constructed on any lot, block or parcel except as hereinafter provided within a minimum of 10 feet from each side of the property line and 25 feet from the front property line and 20 feet from the back property line where the lot depth is 100 feet and 15 feet where the lot depth is less than 100 feet.

3. WELLS, SEPTIC TANKS. There shall be no wells or septic tanks constructed in or on any lot, block, or parcel unless hereinafter designated and approved in writing by Hernando Beach, Inc. All property owners must use the water and sewerage system provided by Hernando County Utilities.

4. USE OF LOTS. All residential lots included in this Subdivision shall be used for single family residential purposes only. Hernando Beach, Inc. shall also be permitted to make temporary use of a construction trailer, model homes, sales displays, parking lots, sales offices or other offices, or any combination thereof, until all lots owned by Hernando Beach, Inc. are sold and the purchase amounts, including mortgages, are paid-in-full.

5. TRAILER STORAGE. No travel trailers, motor homes, boat trailers, utility trailers, or recreational vehicles shall be stored on any lot.

6. PETS. A cat, dog or other household pet may be kept by an owner, provided that said animal shall be restrained by a leash at all times that it is not within the confines of the home or fenced yard. All other animals or pets shall not be kept or harbored except with written permission of Hernando Beach, Inc. In the event any animal or pet is so approved and shall become, in the sole discretion of Hernando Beach, Inc., an annoyance to others, the said Hernando Beach, Inc., may order its permanent removal. No animal may be kept, bred or maintained for any commercial purpose.

7. CARE OF LOTS. Lot owners shall keep their lots in a neat, clean and orderly condition, and in the event that the owner of any lot shall fail to maintain the same as aforesaid, the said Hernando Beach, Inc., reserves the right to enter upon said lot and care for same and cut the grass and remove the rubbish and to trim any trees and make a reasonable assessment for such care. All such assessments shall be paid within thirty (30) days from the giving of the notice of assessment. Notice shall be given in the manner as provided in Paragraph #21 of this Restriction Agreement. Trash, garbage or other waste shall not be kept except in closed containers.

8. LAUNDRY. All laundry to be dried outside the residence must be hung on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot.

9. SIGNS. No signs or advertisements shall be displayed on the lots, right-of-way, or any other part of the Subdivision, except as specifically designated and approved by Hernando Beach, Inc. Hernando Beach, Inc. shall have the right to enter upon any vacant lot for the purpose of removing any sign displayed in violation of this Section, and shall not be liable in any way for such entry or removal. Notwithstanding anything to the contrary contained herein, Hernando Beach, Inc. reserves unto itself, and shall have, the right to display for sale signs on lots owned by it. In addition, during the period or construction of a residence, the general contractor, subcontractors, and construction lender may display appropriate signs stating their participation in the construction process. All signs relating to the construction process must be removed not later than ten (10) days after the issuance of a certificate of occupancy.

10. MINIMUM RESIDENCE SIZE. Each residential structure in Blocks 133 thru 138, inclusive, shall contain a minimum of 1400 square feet of enclosed living area, exclusive of garage, porch, or screened area. Each residential structure in Blocks 139 and 140, inclusive, shall contain a minimum of 1600 square feet of enclosed living area, exclusive of garage, porch, or screened area. Each residence shall have an attached garage. No residence shall exceed three stories in height. The ground floor of all two or three story residences shall be enclosed in such a manner as to conceal all objects contained within the ground floor from view outside the residence.

11. OTHER STRUCTURES. No trailer, tent, basement, shack, detached garage, barn or other outbuilding shall be erected, either temporary or permanent.

12. SEAWALLS, DOCKS & WHARVES.

(a) SEAWALLS. All lots in Hernando Beach, Unit 13-B and 13-C shall

include a concrete seawall at least two (2) feet higher than the mean high water line, and which shall extend the width of the lot. Construction and materials shall be in conformity with standards set by the Hernando County Building Department, and must be approved by Hernando Beach, Inc., or its authorized representative, prior to construction. No construction of a residence or other improvement shall commence until the seawall is completed and has been approved by the Hernando County Building Department. Placement of all seawalls within the development shall be determined by Hernando Beach, Inc. or its authorized representative, so as to ensure uniformity among all lots within the development.

(b) DOCKS & WHARVES. No dock, wharf, or walkway shall be constructed on waterfront lots except as follows: Docks, wharves or walkways which shall extend into canals with a width of one hundred (100) feet or more may be constructed a maximum of twenty (20) feet from the edge of the lot line; those which extend into canals with a width of less than one hundred (100) feet may not extend more than ten (10) feet from the edge of the lot line. All canal alterations, including installation of pilings, seawalls or other retaining walls must be approved by Hernando Beach, Inc. or its authorized representative prior to commencement of construction.

13. DRILLING OR MINING. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon any lot. No derrick or other structure designed for use in drilling for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be thereon which may be, or become, an annoyance or nuisance to the community.

15. BOAT SPEED. No boat or other object shall be operated in any canal at a speed in excess of five (5) miles per hour.

16. LANDSCAPING. Each residence shall be sodded and landscaped in accordance with the plan submitted by the owner and approved by Hernando Beach, Inc. The minimum retail value of sod and landscaping shall be \$1,500.00. Sodding and landscaping shall be completed within thirty (30) days and sixty (60) days, respectively, of the issuance of the certificate of occupancy by Hernando County. The entire yard between the street and the rear lot line shall be sodded.

17. ZONING AND PLANNING. No portion of the Subdivision shall be rezoned or replatted without the written consent of Hernando Beach, Inc.

18. VIOLATION. The restrictions set forth herein shall be covenants running with the land, and in the event of the violation of same or in the event of the violation of any of the rules and regulations lawfully imposed by Hernando Beach, Inc., pursuant to this instrument, the said Hernando Beach, Inc. or any lot owner may bring any suit in equity to enforce these restrictions.

19. MODIFICATION. Hernando Beach, Inc. hereby reserves the right to make reasonable modifications, either by way of additions to or deletions from these covenants, restrictions, and conditions, so that it may better assure the protection of the value, desirability and attractiveness of this area.

20. BOAT LIFT. As stated in the Articles of Incorporation of Hernando Beach Unit 13-B Property Owners Association, Inc., one of the purposes of said Corporation is to own the fee simple title to and maintain certain properties existing for the benefit of the lot owners in Unit 13-B. One of these properties to be owned and maintained by the Hernando Beach Unit 13-B Property Owners Association, Inc. is the boatlift facility located approximately 300' South of the Southern end of Sanpper Canal, said canal lying in Unit 9 of Hernando Beach. Said boatlift facility is being constructed for the purpose of providing access to the waters of the Gulf of Mexico by lot owners in Unit 13-B as well as those

owners of lots in Units 12, 14, and Block 113, 114, 127, and 128, of Unit 13 of Hernando Beach. Each lot in Hernando Beach, Unit 13-B, after the completion of the construction of the boatlift facility shall bear its prorata share of the expense of maintaining said boatlift facility, in addition to other properties which may be owned and maintained by Hernando Beach Unit 13-B Property Owners Association, Inc., and the administrative expense of said Corporation. Also as stated in the Articles of Incorporation of Hernando Beach Unit 13-B Property Owners Association, Inc. all persons owning the fee simple title to a lot(s) in Hernando Beach, Unit 13-B, shall be members of the Corporation and shall be admitted to such membership by the recording of a conveyance to such party of the fee simple title to said lot(s) in Unit 13-B in the Public Records of Hernando County, Florida. Upon admission to such membership each member shall have such voting privileges as set forth in the By-Laws of said Corporation.

21. ASSESSMENTS. In order to pay the expenses of owning and maintaining the boatlift facility the Board of Directors of Hernando Beach Unit 13-B Property Owners Association, Inc., shall from time to time by resolution assess each lot liable for the payment of such expenses. Upon the adoption of such resolution written notice of the assessment shall be given to the owners of each lot liable for the payment of such expenses at the address listed on the last tax roll of Hernando County, Florida. Depositing said written notice in the United States mail, postage prepaid, addressed to the lot owner at such address shall constitute giving of notice. All such assessments shall be paid within sixty (60) days from the giving of notice of the assessment.

22. ASSESSMENT LIENS. Each such assessment, as provided for in paragraph #7 and #21 of this Restriction Agreement, shall constitute a lien upon the lots upon recording such assessments in the Public Records of Hernando County, Florida, subject to the payment of such expenses from the date of giving notice of assessment. Upon the failure to pay such assessment after sixty (60) days from the giving of notice, Hernando Beach Unit 13-B Property Owners Association, Inc., may foreclose the lien of such assessment in the manner provided by law for foreclosure of liens in the State of Florida. There is further granted a lien from the date of giving notice of assessment for all expenses and attorney's fees incurred in the event of foreclosure of the lien of the assessment.

23. SEVERABILITY. The invalidation of any one of these restrictions or any portion thereof shall not affect any of the remaining restrictions or portions thereof which shall remain in full force and effect.

24. ASSIGNMENT BY DEVELOPER. Wherever in these restrictions the name of Hernando Beach, Inc. appears this shall refer to and mean Hernando Beach, Inc. or its assignee, Hernando Beach Unit 13-B Property Owners Association, Inc. (a corporation not for profit), after assignment of the rights and interest of Hernando Beach, Inc. under this Restriction Agreement over to the said Hernando Beach Unit 13-B Property Owners Association, Inc.

25. ATTORNEYS' FEES. In any proceeding brought to enforce this Agreement, or arising out of or relating to this Agreement, whether at law or in equity, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred, including fees for appeals.

TO HAVE AND TO HOLD the same together with all of the hereditaments and appurtenances thereunto appertaining unto the owners of the lots in Hernando Beach, Unit 13-B and 13-C, and all utilities serving Hernando Beach, Unit 13-B and 13-C, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this Modification and Restatement of Restriction Agreements was executed this 14th day of December, 1994.

Signed in our presence:

Shirley Aiken
Witness

Shirley Aiken
(Printed Name of Witness)

Peggy S. Sigler
Witness

Peggy S. Sigler
(Printed Name of Witness)

HERNANDO BEACH, INC.

BY: Charles M. Sasser, Jr.
CHARLES M. SASSER, JR., PRESIDENT

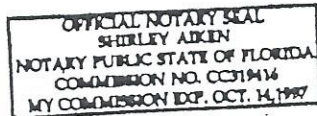
STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by Charles M. Sasser, Jr., President of HERNANDO BEACH, INC., a Florida Corporation, who is personally known to me and who did not take an oath, this 14th day of December, 1994.

Shirley Aiken
NOTARY PUBLIC

Shirley Aiken
(Printed Name of Notary Public)

My Commission Expires:



Prepared By: Shirley Aiken
For Charles M. Sasser, Jr.,
Attorney at Law
20150 Cortez Blvd., #9
Brooksville, FL 34601-3832

17
10.50

(C)

MAR. 13, 99 + MAR. 31, 99

** OFFICIAL RECORDS **
BK: 1263 PG: 1661

MODIFICATION OF RESTRICTION AGREEMENTS FOR
HERNANDO BEACH, UNIT 13-B AND 13-C

HERNANDO BEACH, INC., a Florida corporation, the developer of Hernando Beach, Units 13-B and 13-C, as per Plat Book 17, Page 70 and Plat Book 18, Page 9, respectively, public records of Hernando County, Florida, and the declarant under that certain Restriction Agreement dated June 4, 1982, and recorded in O.R. Book 504, Page 801, the Amendment to Restriction Agreement dated September 26, 1986 as recorded in O.R. Book 624, Page 0062, the Amendment to Restriction Agreement dated December 18, 1987 as recorded in O.R. Book 675, Page 0662, the Modification of Restriction Agreement dated May 22, 1992, as recorded in O.R. Book 872, Page 1320 and the Modification and Restatement recorded in O.R. Book 996, Page 1318, all in the public records of Hernando County, Florida, hereby modifies said Agreements as to Units 13-B and 13-C as follows:

FILE# 99-019240
HERNANDO COUNTY, FLORIDA
RCD Apr 28 1999 03:49pm
KAREN NICOLAI, CLERK

(A) Paragraph 20 is modified to state:

20. COMMON AREAS. As stated in the Articles of Incorporation of the Hernando Beach South Property Owners Association, Inc. (the "Association"), one of the purposes of the Association is to maintain and/or own the fee simple title to certain common area properties for the use and benefit of the owners of the platted lots in Hernando Beach Units 13-B and 13-C.

Such common areas include the canals, boat ramp and entrance areas and may include additional areas in the future. Upon the recording of this Modification of Restriction Agreements in the Official Records of Hernando County, the Association assumes and accepts responsibility for the maintenance of such common areas, as well as other properties which may be conveyed to the Association in the future or for which the Association agrees to assume responsibility for maintenance.

(B) Paragraph 21 is modified to state:

21. ASSESSMENTS. In order to pay the expenses of owning and/or maintaining the common areas and the Association's administration expenses, the Association shall from time to time, in the manner stated in the By-Laws of the Association, assess each lot for the payment of such expenses. Upon approval by the Association, written notice of

R
This instrument was prepared by
David C. Sasser
JOHNSTON & SASSER, P.A.
P.O. Box 997
Brooksville, Florida 34605

the assessment shall be given to the owners of each lot liable for the payment of such expenses at the address listed on the most recent tax roll of Hernando County, Florida. Mailing such written notice, postage prepaid, addressed to the lot owner at such address shall constitute the giving of notice. All such assessments shall be paid within sixty (60) days from the mailing of the notice of assessment.

(C) All references to Hernando Beach Unit 13-B Property Owners Association, Inc., a now dissolved corporation, are deleted and replaced by reference to the Hernando Beach South Property Owners Association, Inc., a nonprofit corporation formed on or about March 13, 1999

This Modification of Restriction Agreements was approved and adopted this 31 day of March, 1999.

HERNANDO BEACH, INC

WITNESSES

Shirley Aiken
Witness
SHIRLEY AIKEN

(Printed name of witness)

Melody Merritt
Witness

Melody Merritt
(Printed name of witness)

By: Charles M. Sasser, Jr.
CHARLES M. SASSER, JR.
President

3-31-99

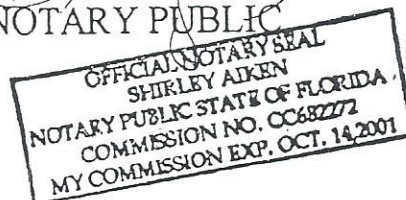
STATE OF FLORIDA
COUNTY OF HERNANDO

Before me personally appeared CHARLES M. SASSER, JR., President of Hernando Beach, Inc., to me well known who executed the foregoing Modification of Restriction Agreements and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 31 day of MARCH, 1999.

Shirley Aiken
NOTARY PUBLIC SHIRLEY AIKEN

My Commission expires:



Parcel No. R13 423 16 000 0010 0000
Seller Soc. Sec. No. 59-2420425

FILED FOR RECORD
KAREN NICOLAI, CLERK
HERNANDO COUNTY, FL

93 MAR 24 PM 4:10

Documentary Tax Pd. \$.70
Intangible Tax Pd. \$ ==
Karan Nicolai, Clerk of Circuit Ct
Hernando County, Florida
By [Signature] p.c.

009562

QUIT CLAIM DEED

THIS INDENTURE, made this 10th day of July, 1992, between HERNANDO BEACH, INC., a Florida corporation, whose mailing address is: 20150 Cortez Boulevard, Brooksville, Florida 34601, Grantor, and HERNANDO BEACH UNIT 13-B PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, Grantee, whose mailing address is: Post Office Box 3023, Spring Hill, Florida 34606;

WITNESSETH; that the Grantor, for and in consideration of the sum of FIVE AND NO/100 (\$5.00) DOLLARS, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee all of the right, title, interest, claim and demand which the Grantor has in and to the following described property, lying and being situate in the County of Hernando, State of Florida, to-wit:

Commence at the SE corner of Section 13, Township 23 South, Range 16 East, Hernando County, Florida; and run North 88°46'49" West a distance of 283.00 feet to a point on the westerly right of way line of State Road No. 595 (Shoal Line Boulevard); thence run along said right of way line North 0°24'46" East a distance of 3037.89 feet; thence run North 89°56' West a distance of 255.00 feet for a Point of Beginning; thence continue North 89°56' West a distance of 295.00 feet; thence run South 0°24'46" West a distance of 400.00 feet; thence run North 89°56' West a distance of 100.00 feet; thence run North 0°24'46" East a distance of 1380.86 feet; thence run South 89°07'47" East a distance of 382.40 feet; thence run South 0°34'57" West a distance of 164.74 feet; thence run North 87°30'13" East a distance of 99.13 feet; thence run South 1°22'57" East a distance of 49.00 feet; thence run South 84°03'23" West a distance of 88.00 feet; thence run South 0°24'43" West a distance of 707.00 feet to the Point of Beginning; containing 9.64 acres, more or less.

PROVIDED that the land above described shall be kept and maintained as a boat lift facility and for use as an office and meeting place for Grantee, and that no building or other structures shall be erected or activities permitted on such lands which are inconsistent with such designated uses.

AND PROVIDED further that the Grantee shall maintain the integrity of the plug which separates the waters of the boat lift canal from the waters of Snapper Canal, waters of the State and navigable waters of the United States.

AND PROVIDED further that the lands so granted are to be used for the purposes above stated and shall revert to Grantor, its successors or assigns, if any diversion from such purpose occurs.

AND PROVIDED further that all lot owners in the subdivisions known as Hernando Beach Units 12, 13, 13-B, 13-C and 14, shall have the right to utilize and use this boat life facility subject to and in compliance with such reasonable regulations and/or assessments as may be required by the Grantee Association.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and

This instrument was prepared by
David C. Sasser
JOHNSTON & SASSER, P.A.
P.O. Box 997
Brooksville, Florida 34605

O.R. 905 PG 1278

This instrument was prepared from information supplied by the parties hereto. No guarantee or opinion on title has been rendered by JOHNSTON & SASSER, P.A.

R10.50
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seal the day and year first above written.

Signed in our presence:

HERNANDO BEACH, INC.

Roger E. Aiken
Witness
ROGER E. AIKEN
(Printed Name of Witness)

BY: Charles M. Sasser, Jr.
Charles M. Sasser, Jr., Co-Receiver

John L. Crandall
Witness
JOHN L. CRANDALL
(Printed Name of Witness)

BY: Shirley Aiken
Shirley Aiken, Co-Receiver

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by Charles M. Sasser, Jr. and Shirley Aiken, as Co-Receiver of and for and on behalf of HERNANDO BEACH, INC., a Florida corporation, who are personally known to me and who did not take an oath, this 10th day of July, 1992.

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAY 4, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

John L. Crandall
Notary Public
JOHN L. CRANDALL
(Printed Name of Notary Public)

My commission expires:

O. R. 905 PG 1279

Please return to: David J. Murphy, Esquire
GREENFELDER, MANDER, HANSON,
MURPHY & DWYER
103 North Third Street
Dade City, FL 33525

B

010584

94 MAR 23 AM 11:09

QUIT CLAIM DEED

11050
P. 70
AC - H.A. w/v

THIS INDENTURE, made and entered into this 16th day of March, 1994, between HERNANDO BEACH, INC., a Florida corporation, whose mailing address is: 20150 Cortez Boulevard, Brooksville, Florida 34601, Grantor, and HERNANDO BEACH UNIT 13-B PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, Grantee, whose mailing address is: Post Office Box 3023, Spring Hill, Florida 34606; **R**

WITNESSETH; that the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee all of the right, title, interest, claim and demand which the Grantor has in and to the following described property, lying and being situate in the County of Hernando, State of Florida, to-wit:

Lot 63, Block 139, HERNANDO BEACH, Unit 13-B, as per plat thereof recorded in plat book 17, page 70, public records of Hernando County, Florida.
SUBJECT TO easements, restrictions and reservations of record.

PROVIDED that the land above described shall be kept and maintained as a boat ramp facility and for temporary parking of the vehicles and boat trailers of persons using the boat ramp for launching and retrieval of boats, and that no building or other structures shall be erected or activities permitted on such lands which are inconsistent with such designated uses.

AND PROVIDED further that the lands so granted are to be used for the purposes above stated and shall revert to Grantor, its successors or assigns, if any diversion from such purpose occurs.

AND PROVIDED further that all lot owners in the subdivisions known as Hernando Beach Units 12, 13, 13-B, 13-C and 14, shall have the right to utilize and use this boat ramp facility subject to and in compliance with such reasonable regulations and/or assessments as may be required by the Grantee Association.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed in our presence:

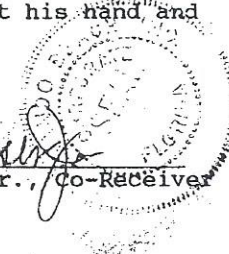
HERNANDO BEACH, INC.

Peggy S. Sigler
Witness
Peggy S. Sigler
(Printed Name of Witness)

BY: Charles M. Sasser, Jr.
Charles M. Sasser, Jr., Co-Receiver

Jerry Singletary
Witness
Jerry Singletary
(Printed Name of Witness)

BY: Shirley Aiken
Shirley Aiken, Co-Receiver



Documentary Tax Pd. \$.70
Intangible Tax Pd. \$ ---
Karen Nicolai, Clerk of Circuit Ct.
Hernando County, Florida
By: [Signature]

STATE OF FLORIDA
COUNTY OF HERNANDO

THE foregoing instrument was acknowledged before me by CHARLES

This instrument was prepared from information supplied by the parties hereto. No guarantee or opinion on title has been rendered by the Law Offices of JOHNSTON & SASSER, P.A.

O. R. 959 P6
1690

M. SASSER, JR. and SHIRLEY AIKEN, Co-Receiver of and for and on behalf of HERNANDO BEACH, INC., a Florida corporation, who are personally known to me this 16th day of March, 1994.

Peggy S. Sigler
Notary Public

(Printed Name of Notary Public)

My commission expires:

OFFICIAL NOTARY SEAL
PEGGY S SIGLER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC263143
MY COMMISSION EXP. MAR. 7, 1997

O. R. 959 PG 1691

This instrument was prepared by
David C. Sasser
JOHNSTON & SASSER, P.A.
P.O. Box 997
Brooksville, Florida 34605

PREPARED BY AND RETURN TO:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard
Dunedin, FL 34698

JUN 05 2017
INSTR #2017029961 BK: 3472 PG: 1757 Page 1 of 2
FILED & RECORDED 5/24/2017 2:03 PM LMT Deputy Clk
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court
Rec Fees: \$18.50

R-ENV

**CERTIFICATE OF AMENDMENT
TO
MODIFICATION AND RESTATEMENT OF RESTRICTIONS AGREEMENTS
FOR HERNANDO BEACH, UNIT 13-B AND UNIT 13-C**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on MAY 11, 2017, by the approval of not less than two-thirds (2/3) of the members present and voting in person or by proxy, the Modification and Restatement of Restriction Agreements for Hernando Beach, Unit 13-B and Unit 13-C, as originally recorded in O.R. Book 996, Page 1318 et seq. of the Public Records of Hernando County, Florida, be, and the same is hereby amended as shown on the attached Exhibit "A".

IN WITNESS WHEREOF, Hernando Beach South Property Owners Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 11 day of MAY, 2017.

HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC.

(Corporate Seal)

By: Diane Overbeck
Diane Overbeck, President

ATTEST:
[Signature]
STUART STORM Secretary

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 11 day of MAY, 2017, by DIANE OVERBECK as President, and STUART STORM, as Secretary of HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC, a Florida Not-For-Profit Corporation, on behalf of said corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



MARY ANN MYSZKOWIAK
MY COMMISSION # FF 070334
EXPIRES: November 13, 2017
Bonded Thru Budget Notary Services

**SCHEDULE OF AMENDMENTS
TO MODIFICATION AND RESTATEMENT OF RESTRICTIONS AGREEMENTS
FOR HERNANDO BEACH, UNIT 13-B AND UNIT 13-C**

1. The Declaration shall be amended by adding a new Section 27, Leasing, to read as follows:

27. Leasing. No Lot or residence shall be rented or leased for a period of less than ninety (90) consecutive days. Each owner shall deliver a copy of each lease or rental agreement for his Lot to the Association not less than ten (10) days before the lease is to begin. The Association shall review all leases and rental agreements for Lots and residences to insure compliance with this provision.

EXHIBIT "A"