




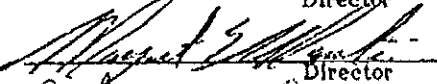
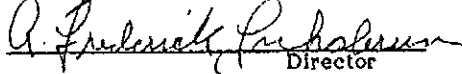
ACTION OF DIRECTORS
OF
GULF HARBORS BEACH CLUB, INC.

Pursuant to Sections 607.134 and 617.002, Florida Statutes, the undersigned constituting all of the elected and acting directors of GULF HARBORS BEACH CLUB, INC., a Florida corporation not-for-profit, do hereby unanimously consent and adopt the following resolution of the following action taken or to be taken, which resolution shall have the same force and effect as if taken by unanimous, affirmative vote at a meeting of the Board of Directors of this corporation duly called and held pursuant to the Articles of Incorporation and By Laws of this corporation and pursuant to the laws of the State of Florida; and the undersigned direct that this written consent to such actions and the resolution herein be filed with the minutes of the proceedings of this corporation.

BE IT RESOLVED THAT:

GULF HARBORS BEACH CLUB, INC. is hereby granted the authority to enter into an Associations Agreement with GULF HARBORS SEA FOREST ASSOCIATION, INC., a Florida not-for-profit corporation, executed copy attached and marked Exhibit "A", providing for the collection and payment of assessments assessed to members of GULF HARBORS SEA FOREST ASSOCIATION, INC. by this corporation, and the President is hereby authorized and directed to execute and deliver said agreement on behalf of the corporation.

DATED this 11th day of October, 1983, in Pasco County, Florida.

 _____ Director	_____ Director
 _____ Director	_____ Director
 _____ Director	_____ Director
_____ Director	

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ASSOCIATIONS AGREEMENT

This ASSOCIATIONS AGREEMENT, made effective and dated the 15th day of April, 1983, is between GULF HARBORS SEA FOREST ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), and GULF HARBORS BEACH CLUB, INC., a Florida not-for-profit corporation ("Beach Club").

BACKGROUND

THAT WHEREAS, the members of the Association consist of all the present lot owners in Gulf Harbors Sea Forest Subdivision, located in Pasco County, Florida; and

WHEREAS, the membership of the Beach Club consists of the members of the Association, and of Gulf Harbors Woodlands Association, Inc., and of the owners of other real property located within the Gulf Harbors and Flor-A-Mar community who have become members thereof; and

WHEREAS, both the Association and Beach Club are empowered to assess their members to the extent necessary to insure that each has sufficient funds with which to discharge its obligations and responsibilities; and

WHEREAS, both the Association and the Beach Club are desirous of simplifying their respective assessment collection procedures;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. On or about the first day of October of each year commencing with the year 1983, the Beach Club shall inform the Association, in writing, of the total amount of Beach Club assessments for the forthcoming fiscal year of the Beach Club attributable to members of the Association.

2. Association shall include such amount in its budget which shall be presented to its membership for approval at the annual meeting of the Association held in November of each year.

3. Said budget, when approved by the Association membership, shall be the basis for determining Association assessments; it is the intent of the parties hereto that Beach Club assessments shall be included in, and be a part of, the Association assessments.

4. Within thirty (30) days after collection of each assessment, the Association shall forward to the Beach Club that portion of such assessment attributable to the Beach Club.

5. In consideration therefor, and at no additional cost to said Association or its members, the Beach Club agrees to make available to the members of the Association for their use and benefit, to the same extent as made available to the other members of the Beach Club, the properties and amenities owned and operated by said Beach Club.

6. Beach Club further agrees that the assessment referred to in paragraph one of this Agreement shall represent only the prorata share of the actual cost of maintaining the beach area owned by the Beach Club, which sum shall be determined by

dividing the cost of maintenance as aforesaid by the total number of members of the Beach Club.

7. Beach Club further agrees that the funds collected from the Association as aforesaid shall be used only for the maintenance, operation, and security of the assets owned by the Beach Club.

EXECUTED the 11th day of October 1983, in Pasco County, Florida.

GULF HARBORS SEA FOREST
ASSOCIATION, INC., a Florida
not-for-profit corporation,

By 
As its President

(Affix Corporate Seal Here)

GULF HARBORS BEACH CLUB, INC.,
a Florida not-for-profit corporation,

By 
As its President

(Affix Corporate Seal Here)