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GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Master Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

Section 2. Severability. If any term or provision of this Master Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Master Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

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Section 3. Duration. This Master Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Master Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Master Declaration is filed for record in the Public Records of Hillsborough County, Florida, after which time this Master Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record Owners of all of the Lots has been recorded, agreeing to change this Master Declaration in whole or in part. This Master Declaration may be terminated upon unanimous vote of all Owners and Mortgagees.

Section 4. Amendment; Additional Phases. This Master Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as Brandon Properties Partners, Ltd. (even after an assignment of Declarant status to another) or the Declarant shall own any Lot or have the right to subject additional phases to this Master Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of Brandon Properties Partners, Ltd. (even after an assignment of Declarant status to another) or the Declarant under this Master Declaration. No amendment shall be made which affects the maintenance of any surface water management system which may be operated by the Association without the prior approval of the Southwest Florida Water Management District.

Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Master Declaration, from time to time, for a period of two (2) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Lake St. Charles. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required

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or necessary for any such amendment.

Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Master Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Master Declaration may be amended as provided in this Section.

Section 5. Supplemental Declarations: Annexation of Additional Property. Within ten (10) years of the date of execution of this Master Declaration, Declarant may, subject to compliance with Section 6 below, add lands to the Property by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Master Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Master Declaration.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require prior approval of the FHA/VA: annexation of additional land, dedication of Common Area, and amendment or termination of this Master Declaration.

Section 7. Amplification. The provisions of this Master Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Master Declaration. Declarant intends that the provisions of this Master Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Master Declaration control anything in the Articles or By-Laws to the contrary.

Section 8. Permission. When any act by any party affected by this Master Declaration, which by the terms of this Master Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 9. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Master Declaration.

Section 10. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural

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shall include the singular, and any gender shall include the others.

Section 11. Captions. The captions in this Master Declaration are for convenience only and shall not be deemed to be part of this Master Declaration or construed as in any manner limiting the terms and provisions of this Master Declaration to which they relate.

Section 12. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Master Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon mailing in conformity with this Master Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

ARTICLE IX.

DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the articles of incorporation, by-laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Developer nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Lake St. Charles including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Hillsborough County and/or any other jurisdiction or the preventions of tortious activities; and

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(c) any provisions of the Association Documents setting forth the uses of assessments which related to health, safety and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

The Property contains corridors, trails and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Association shall have no liability for any activities undertaken by any person on Association lands which result in injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article shall also inure to the benefit of the developer, which shall be fully protected hereby.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name by its officers thereunto duly authorized and its corporate seal properly attested to be hereto affixed on the day and year first above written.

Executed and declared in
the presence of:



ANGELA DIMM
(Print name signed above)

BRANDON PROPERTIES PARTNERS, LTD.,
a Florida limited partnership
By: Shimberg Cross Company,
a Florida corporation

As its: General Partner

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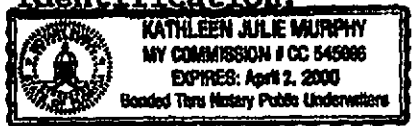
Naureen S. Folsom
Naureen S. Folsom
(Print name signed above)

By: [Signature]
Galen Custard,
As its: Vice President

REC 237 61026

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me 31st
day of July 1996, by Galen Custard as
Vice President of Skimberg Cross Company, as General Partner of
Brandon Properties Partners, Ltd., a Florida limited partnership,
who is personally known to me or who produced
as identification.



Kathleen Julie Murphy
Notary Public
State of Florida

My Commission Expires:
April 2, 2000
Commission Number: CC545006

Kathleen Julie Murphy
(Printed, Typed or Stamped Name of
Notary)

Joinder and Consent

First Union National Bank, owner and holder of a mortgage on
the Property described above as Lake St. Charles, recorded at O. R.
7894, Page 254, of the public records of Hillsborough
County, Florida, hereby joins in and consents to the Master
Declaration, and agrees that the lien of its mortgage shall be
inferior to the Master Declaration.

Executed and declared in
the presence of:
Janice K Tice
Janice K Tice
(Print name signed above)
Ozeta Williamson
OZETA WILLIAMSON
(Print name signed above)

FIRST UNION NATIONAL BANK
By: [Signature]
As its Vice President

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

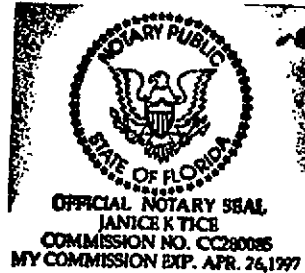
The foregoing instrument was acknowledged before me 1st day of August 1996, by Raymond A. Otts, as Vice President of First Union National Bank, who is personally known to me or who produced as identification.

Janice K. Tice
Notary Public
State of Florida

My Commission Expires:

(Printed, Typed or Stamped Name of Notary)

Commission Number:



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EXHIBIT A



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

July 5, 1996

CSC NETWORKS
1201 HAYS STREET
TALLAHASSEE, FL 32301

The Articles of Incorporation for LAKE ST. CHARLES MASTER ASSOCIATION INC. were filed on July 3, 1996 and assigned document number N9600003553. 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.

Doris McDuffie, Corporate Specialist Supervisor
New Filings Section

Letter Number: 096A00032981

Account number: 072100000032

Account charged: 122.50

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

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I certify the attached is a true and correct copy of the Articles of Incorporation of LAKE ST. CHARLES MASTER ASSOCIATION INC., a Florida corporation, filed on July 3, 1996, as shown by the records of this office.

The document number of this corporation is N96000003553.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Fifth day of July, 1996



CR2EO22 (2-85)

Sandra B. Northam
Secretary of State

OFFER 237 P1029

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**ARTICLES OF INCORPORATION
OF
LAKE ST. CHARLES
MASTER ASSOCIATION, INC.**

SEAL OF THE STATE
TALLAHASSEE, FLORIDA

OFF 8237
P 1030

The undersigned hereby associate to form a corporation not for profit under Chapter 617 of the Florida Statutes.

**ARTICLE I
NAME**

The name of this corporation shall be LAKE ST. CHARLES MASTER ASSOCIATION INC., hereinafter referred to as the ("Association"). The principal and mailing address of this corporation shall be 611 West Bay Street, Tampa, Florida 33606.

**ARTICLE II
PURPOSE**

The purpose of the Association is to carry out the purposes specified in the Master Declaration of Covenants, Conditions, Restrictions and Easements of Lake St. Charles, which will be recorded among the Public Records of Hillsborough County, Florida, (hereinafter called "Declaration"), in the development located in Hillsborough County, Florida, known as Lake St. Charles.

**ARTICLE III
POWERS**

The Association shall have all of the powers given to corporations not for profit by the Florida Statutes and all of the powers expressly conferred upon it by the Declaration, together with all powers necessary to fulfill all such stated powers and the duties expressly given to it by such Declaration. These powers include, but are not limited to, the power to:

1. Maintain, repair, improve and insure any Common Area as defined in the Declaration and other real or personal property which the Association owns or which it has assumed the obligation to maintain;
2. Make and collect assessments from its Members;
3. Pay all Association expenses;
4. Acquire title to and exercise all rights of ownership in and to any real or personal property;
5. Own and convey real or personal property;
6. Make, amend and enforce reasonable rules and regulations

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for the use of the property it owns or maintains;

7. Enforce the terms of the Declaration, these Articles, and the By-Laws of the Association.

8. Sue and be sued;

9. Contract for operation and maintenance services.

10. Require all Owners to be members of the Association.

11. Exist in perpetuity, but in the event that the Association is dissolved, the Common Area including the surface water management system shall be conveyed to an appropriate agency of local government, or if not accepted to a nonprofit corporation with similar purposes.

12. Take any other action necessary for the purposes for which the Association is formed.

ARTICLE IV MEMBERS

1. Every record owner of a fee interest in any Lot, as defined in the Declaration, including contract Sellers, shall be a Member of the Association. The foregoing is not intended to include persona or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel.

2. Change of membership in the Association shall be established by the recording, in the Public Records of Hillsborough County, Florida, of a deed or other instrument establishing a record of title to a Lot, and shall be evidenced by delivery to the Association of a copy of such instrument. The membership of the prior owner shall be terminated as of the date of delivery of such deed or other instrument.

3. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except upon transfer of his Lot.

4. There shall be two (2) classes of membership as follows:

(a) Class A. As long as there is a Class B membership, Class A Members shall be all Owners, as defined in the Declaration, other than the Declarant, as defined in the Declaration, and shall be entitled to one vote for each Lot

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owned. Upon termination of Class B membership, Class A Members shall be all Owners, including the Declarant, as long as the Declarant is an Owner and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons shall be Members, but there shall be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves, but no split vote shall be permitted.

(b) Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of the Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

- (i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,
- (ii) January 1, 2003 or
- (iii) When the Declarant waives in writing its right to Class B membership.

ARTICLE V BOARD OF DIRECTORS

1. The affairs of the Association shall be initially managed by a Board of three (3) Directors, whose names and address are:

Glen E. Cross
611 West Bay Street
Tampa, Florida 33606

Galen Custard
611 West Bay Street
Tampa, Florida 33606

Noreen S. Folsom
611 West Bay Street
Tampa, Florida 33606

2. New Directors shall be appointed or elected and the number of Directors shall be increased or diminished in accordance with

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the By-Laws of the Association, but there shall not be less than three.

ARTICLE VI **OFFICERS**

The officers of the Association shall be President, Vice President, Secretary and Treasurer, and such additional officers as the By-Laws specify. The officers shall be elected by Directors at their annual meeting or at any special meeting called for that purpose.

The first officers who shall serve until the first election are:

President:	Glen E. Cross 611 West Bay Street Tampa, Florida 33606
Vice President:	Galen Custard 611 West Bay Street Tampa, Florida 33606
Secretary/Treasurer:	Noreen S. Folsom 611 West Bay Street Tampa, Florida 33606

ARTICLE VII **BY-LAWS**

The By-Laws of the Association shall be adopted by the first Board of Directors and may be altered as follows:

1. An amendment may be proposed by any Member or any Director prior to a meeting at which it will be considered.
2. Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting at which the amendment is to be considered.
3. The amendment must be approved, either in person or by proxy by at least a majority of the entire membership of the Board of Directors.
4. No amendment may change the qualifications for membership in the Association.
5. No amendment which will affect the Declarant shall be adopted unless the Declarant has consented thereto in writing.

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6. As long as there is a Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments.

7. A copy of the amendment shall be recorded in the Public Records of Hillsborough County, Florida.

ARTICLE VII AMENDMENT OF ARTICLES

These Articles may be amended in the manner set forth in Chapter 617, Florida Statutes, provided, however, that any amendment to these Articles shall require the assent of written consent of two-thirds (2/3) of the Lot Owners at any regular or special meeting of the membership duly caused and convened. No such amendment may diminish any rights of the Class B Member, however, unless jointed in by such Class B Member.

ARTICLE IX DISSOLUTION OF THE ASSOCIATION

The term of the Association shall be perpetual unless dissolved by the unanimous written consent of the Members and all mortgagees.

Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association (including without limitation the surface water management system portions of the Common Area) shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the individual benefit of any Member or other private individual. The Article is subject to the provisions of Section 617.05 Florida Statutes.

ARTICLE X INITIAL SUBSCRIBERS

The name and address of the initial subscriber is as follows:

Glen E. Cross
611 West Bay Street
Tampa, Florida 33606

ARTICLE XI RESIDENT AGENT


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The Resident Agent of the Association, for purposes of accepting service of process shall be Glen E. Cross, whose address within the State of Florida is 611 West Bay Street, Tampa, Florida 33606.

ARTICLE XII FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, dissolution and amendment of these Articles. Such approval may be presumed by any third party upon the filing or recording of any document requiring such action or actions.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation for the purpose of forming the Association these 27th day of May, 1996.



GLEN E. CROSS

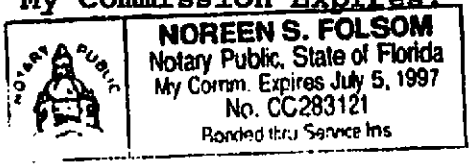
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 27th day of May, 1996, before me the undersigned authority, personally appeared GLEN E. CROSS, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State the day and year first above written.

My Commission Number: (C28312) Noreen S. Folsom
NOTARY PUBLIC, State of Florida

My Commission Expires: 7/5/97 Noreen S. Folsom
Print Name



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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, TALLAHASSEE, FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

LAKE ST. CHARLES MASTER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business at 611 West Bay Street, City of Tampa, County of Hillsborough, State of Florida has named Glen E. Cross, located at 611 West Bay Street, Tampa, County of Hillsborough, State of Florida, 33606, as its agent to accept service of process within this state.

ACKNOWLEDGMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By:


Glen E. Cross

DATED:

5-28-96

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EXHIBIT B

**BY-LAWS
OF
LAKE ST. CHARLES MASTER ASSOCIATION, INC.**

**ARTICLE I
General**

Section 1. Definition and Operation. Express reference is here made to the Master Declaration of Covenants, Conditions, Restrictions and Easements of Lake St. Charles (the "Declaration") recorded in the Hillsborough County Public Records where necessary to interpret, construe and apply the provisions of these By-Laws. Without limitation:

(a) Definitions. All terms defined in the Declaration have the same meaning when used in these By-Laws.

(b) Consistency. By adopting these By-Laws, the Board intends them to be consistent with the provisions of this Association's Articles of Incorporation (the "Articles") and with those of the Declaration.

(c) Conflict. These By-Laws are to be interpreted, construed and applied with the Articles and the Declaration to avoid inconsistencies of conflicting results, but, if such conflict necessarily results, the provisions of the Articles or the Declaration control anything to the contrary in these By-Laws.

Section 2. Membership and Voting Rights. Membership and voting rights in the Association are set forth in Articles IV of the Articles and in Article III of the Declaration and all votes of Members as herein set forth shall be subject to the same.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "LAKE ST. CHARLES MASTER ASSOCIATION, INC.," "Florida" and "Corporation Not for Profit 1995", an impression of such seal appearing in the margin.

Section 4. Fiscal Year. This Association's fiscal year begins on the first day of January of each calendar year.

Section 5. No Vested Rights. No Member of this Association has any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of this Association, nor any right, interest, or privilege that is transferrable or inheritable except as an incident to the transfer of title to such Member's Lots, as provided in Article III, Section 2, of the Declaration, and in Articles IV and IX of the Articles.

Section 6. Amendment. These By-Laws may be altered, amended,

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or rescinded in the manner set forth in Article VII of the Articles.

ARTICLE II Members' Meetings

Section 1. Annual Meetings. The annual meeting of this Association is to be held each year within sixty (60) days before or after of the next ensuing fiscal year, on such date and at such time and place in Hillsborough County, Florida, as the Board determines.

Section 2. Special Meetings. Special Membership meetings may be called at any time by : (i) the President; or (ii) the Board; or (iii) by the written request of Members entitled to cast fifty percent (50%) of all votes eligible to be cast by Members. The agenda at special meetings shall be confined to the subject matter for which the meeting was called.

Section 3. Notice. Written notice of each Members' meeting shall be given by or at the direction of the Secretary. All notices must specify the place, day and hour of the meeting and, in the case of special meetings, its purpose.

Section 4. Manner of Notice. Notice of all meetings must be given at least fifteen (15) days in advance to each Member either by personal delivery or by mailing a copy of such notice, postage prepaid, addressed to the Member's address last appearing on the books of the Association. Such notice also must be given to Declarant as long as Declarant owns a Lot. Mailing or delivery of notice to any co-owner of a Lot is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

Section 5. Proof of Notice. An affidavit by the person or persons actually giving notice of any meeting, and attested by the Secretary under this Association's seal, is conclusive upon any person without actual knowledge of any defect in notice as to the regularity of any notice.

Section 6. Waiver of Notice. Notice of any meeting may be waived in writing or at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver of all defects in notice unless such Member expressly objects at the beginning of such meeting to the transaction of any business because the meeting is not regularly called.

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Section 7. Quorum. The presence of Members entitled to cast one-half (1/2) of the votes eligible to be cast by the Membership constitutes a quorum for all purposes except consideration of any action which requires the presence of Members entitled to cast two-thirds (2/3) of the votes eligible to be cast by the Membership in which at least two-thirds (2/3) of the Members shall be present. Once established, a quorum is effective for all purposes notwithstanding the subsequent withdrawal of members. If the required quorum is not present at any meeting duly called, a majority of the members present have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the required quorum is present, provided such adjournment is taken within one (1) hour following the scheduled time of meeting.

Section 8. Adjournment. If a meeting otherwise duly called and convened with the requisite quorum present is adjourned to another time or place, notice of the adjourned meeting is not required if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken; and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting without additional notice and without reconstituting a quorum.

Section 9. Record Date. Any notice of any meeting of the Membership must be given to each Member as shown upon the Association's books on the date such notice is given. Only those Members shown as Members in good standing upon the Association's books on the eleventh (11th) calendar day preceding a meeting are entitled to vote at such meeting, or its adjournment.

Section 10. Proxies. Any Member may vote in person or by proxy at any meeting. All proxies must be in writing, signed by the Member, and expire eleven (11) months from date unless otherwise expressly provided. A proxy is not revoked by incompetency or death until the Association receives written notice thereof. If a proxy confers authority upon two or more persons and does not otherwise provide a majority of such proxies present at the meeting or, if only one is present, then that one, may exercise all powers conferred by the proxy. A proxy expressly may provide for a right of substitution by written designation of the proxy holder. A Member represented by a valid proxy at any meeting is "present" for all purposes. All proxies must be filed with the Secretary of the Association at least forty-eight (48) hours prior to the meeting to which they pertain, or they shall not be considered for that meeting.

Section 11. Membership List. At least ten (10) day prior to each membership meeting, a complete list of the members entitled to vote at such meeting, and their respective addresses, must be kept on file at the Association's office, open to inspection by any

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Member. Such list also must be produced and kept open at the time and place of the meeting for inspection by any member at any time during the meeting. In the absence of substantial compliance with the requirements of this Section, and upon the demand of any Member present, the meeting must be adjourned until such compliance occurs. If no such demand is made, failure to comply with the requirements of this section does not affect the validity of any action taken at such meeting.

Section 12. Voting Requirements. Every act and decision done or made by a majority of the Members present at a meeting duly called at which a quorum is present is the act of the Membership, except with respect to any action requiring two-thirds (2/3) vote of the membership, as to which the voting requirements of the applicable provisions of the Articles or Declaration govern.

ARTICLE III Board of Directors

Section 1. Number and Composition. Except as expressly provided otherwise, all powers of this Association are exercised by or under the authority of, and the business and affairs of this Association are managed under the direction of a Board of Directors consisting of three (3) members, who, except for the initial Directors and until the Declarant no longer exercises voting power as set forth in the Declaration,, shall be Association members. Each Director continues in office until a successor has been elected and qualified, unless such Director sooner dies, resigns, is removed, or disqualified or otherwise unable to serve.

Section 2. Standard of Care. Each Director shall perform all duties as a Director, including duties as a committee member, (i) in good faith, (ii) in a manner such Director reasonably believes to be in the best interests of this Association, and (iii) with such care as an ordinary prudent person in a similar position would exercise under similar circumstances.

Section 3. Reliance. A Director is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, prepared or presented by any of the following, unless such Director has actual knowledge that reliance is unjustified.

(a) Officers. One or more officers, employees or managers of this Association whom the Director reasonably believes are reliable and competent in the matters presented.

(b) Professionals. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes are within such person's professional or expert competence.

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(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declaration, the Articles or these By-Laws, as to matters within designated authority, which committee the Director reasonably believes merits confidence.

Section 4. Compensation. Any Director may be reimbursed by the Board for actual expenses incurred in the performance of such Director's duties; but no Director may be paid any compensation by this Association for the service rendered to this Association as a Director.

Section 5. Nomination. Nomination for election by the Board of Directors may be made from among Members or nonmembers by a Nominating Committee or from the floor at the annual meeting of the Members.

Section 6. Election. Election for the Board of Directors must be by ballot. Each Member may cast as many votes for each vacancy as such Member has under the provisions of Article IV of the Articles. The person receiving the largest number of votes for each vacancy is elected. Cumulative voting is not permitted.

Section 7. Removal. Any Director, or the entire Board, may be removed with or without cause by a majority vote of the Members at any meeting called expressly for such purpose.

Section 8. Vacancies. If a Director, dies, resigns, is removed, or is disqualified or otherwise unable to serve, the remaining Directors, even if less than a quorum, may fill such vacancy by majority vote. Any appointed Director serves only the unexpired term of his predecessor, unless such appointee sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve.

ARTICLE IV Directors' Meetings

Section 1. Regular Meetings. The Board shall meet regularly as and when necessary for the proper conduct of this Association's affairs, on such dates and at such time and place as are determined at the immediate preceding Board meeting or by standing Board resolution. The Board shall meet immediately following the annual meeting in order to elect officers and undertake such other business as it deems to be appropriate. If the date, time and place of a regular meeting are not determined by standing resolution, three (3) days' prior notice is required to any Director who did not attend the meeting at which the date, time, and place of meeting was determined.

Section 2. Special Meeting. Special Board meetings must be

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held on not less than three (3) days prior notice to each Director when called by (i) the President; or (i) by any three Directors.

Section 3. Quorum. Except where the provisions of the Declaration require action by a greater percentage, a majority of the Directors shall constitute a quorum for all purposes; and every act and decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Where any provision of the Declaration required approval by two-thirds (2/3) of the Directors, the full Board constitutes a quorum for such action. Once established, a quorum is effective for all purposes, notwithstanding the subsequent withdrawal of one or more Directors.

Section 4. Conflict of Interest. No contract or other transaction between this Association and one or more of its Directors, or any entity in which one or more of this Association's Directors are directors, officers, or financially interested, is void or voidable because of such relationship or interest if:

(a) Board Disclosure. Such relationship or interest is disclosed or known to the Board of Directors that authorizes, approves, or ratified the contract or transaction by a vote or consent sufficient for such purpose without counting the votes or consents of the interested Directors; or

(b) Membership. Such relationship or interest is disclosed or known to the Members entitled to vote and they authorize, approve, or ratify such contract or transaction by the requisite vote or written consent; or

(c) Fairness. Such contract or transaction is fair and reasonable to the Association at the time it is authorized by the Board, or the Members. Common or interested Directors may be present at the meeting of the Board or membership that authorizes, approves, or ratified such contract or transaction and may be counted in determining the presence of a quorum at any such meeting without rendering the contract or transaction void or voidable.

Section 5. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn such meeting to another time and place, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment.

Section 6. Presence. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless such Director (i) votes against such action; or (ii) abstains from voting because of an asserted conflict of interest. A Director's presence at any meeting constitutes a

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waiver of notice of such meeting and any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless such Director at the beginning of such meeting objects to the transaction of business because the meeting is improperly called or convened.

Section 7. Information Action. Any Board action that is required or permitted to be taken at a meeting may be taken without a meeting if a written consent to such action is signed by all members of the Board and filed in the minutes of the Board's proceedings. Directors are deemed present at any meeting for all purposes if a conference telephone or similar communication equipment is used by means of which all persons participating in the meeting can hear each other.

ARTICLE V
Powers of Board of Directors

Section 1. General. The Board has the power to exercise for and on behalf of this Association all powers, duties, and privileges vested in or delegated to this Association and not reserved to its members by any provision of these By-Laws, the Articles, or the Declaration. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable and prescribe their duties and fix their compensation, if any.

Section 2. Rules and Regulations. The Board has the power from time to time to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of all or any portion of the Common Area, the Property and the Association's activities, or either, so long as such rules and regulations are consistent with the rights and duties established by the Articles and The Declaration.

Section 3. Enforcement. For violation of any of its rules and regulations, the Board may (i) suspend any Member's right to services or privileges provided by this Association; or (ii) require any Member to make restitution to this Association for any loss resulting from any violation; or (iii) take any action described in Article VIII of the Declaration.

Section 4. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any Member's right to services or privileges provided by this Association, or either, during any period in which such Member is more than thirty (30) days in default in payment of any assessment levied by this Association.

Section 5. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to

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Article IV of the Declaration.

Section 6. Indemnification. The Board has the power to provide indemnification for this Association's officers, directors, employees (including volunteer employees), agents, and Members to the extent and in the manner from time to time permitted by the laws of the State of Florida, except that the Board cannot provide such indemnification for criminal intention, or willful misconduct. Except to the extent such determination from time to time is reserved to the membership by the laws of the State of Florida, the Board's determination to provide or refuse indemnification is conclusive.

Section 7. Vacancies. The Board has the power to declare the office of any Director vacant if such Director is absent from three (3) consecutive Board meetings without justification or excuse.

ARTICLE VI
Duties of Board of Directors

Section 1. General. The Board shall supervise all of the Association's officers, agents, employees (including volunteer employees), committees and contractors and see that their respective duties are properly performed. The Board shall otherwise manage the affairs of this Association as provided in these By-Laws, the Articles, and the Declaration.

Section 2. Assessments. The Board shall enforce collection of all assessments owed this Association that remain unpaid for a period of thirty (30) days by foreclosure, suit, or such other lawful procedures as the Board deems advisable, in addition to imposing the sanctions provided by Article V, Section 4, of these By-Laws.

Section 3. Estoppel Certificates. Upon request by any interested person, the Board shall cause an appropriate Association officer to issue a certificate as to the status of assessments or Architectural Control, or both, with respect to any Lot. Such certificates shall bind this Association as of the date of issuance when properly executed by an appropriate officer. The Board may make a reasonable, uniform charge for issuing such certificates.

Section 4. Financial. With the assistance of this Association's Treasurer, the Board shall prepare an annual budget and financial statements. The Board also must present a current statement of income and expense when requested in writing by Members entitled to cast at least twenty percent (20%) of the Membership votes outstanding. As and when necessary or appropriate, when requested by the Membership, the Board from time to time also will cause an audit of this Association's financial affairs to be made by an independent accountant.

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Section 5. Insurance. The Board shall procure and maintain in force and effect at all times insurance in compliance with the requirements of the Declaration. The Board also must cause all persons or entities employed, authorized, or contracted with to collect, disburse, and manage this Association's funds, including this Association's officers, directors, and uncompensated volunteers, to be bonded or insured with standard fidelity and errors and omissions coverage for the benefit of this Association. The premiums for the foregoing shall be paid from Association funds.

Section 6. Management. The Board may contract with the Declarant or any other person to manage the Association's affairs, in whole or in part; but no such management contract may be for a term longer than one year and must be terminable by the Association for cause upon not more than thirty (30) days' prior written notice.

ARTICLE VII Books and Records

Section 1. Records Enumerated. The Association must keep correct and complete (i) books and records of account; (ii) minutes of the proceedings of its Members and the Board; and (iii) a Membership Record.

Section 2. Formality. No particular formality is required for the minutes of the proceedings of this Association, as long as the nature of the action taken or defeated reasonably can be determined from such record. Failure to maintain proper minutes of any proceedings does not affect its validity if all requirements for any action taken in fact were met.

Section 3. Membership Record. This Association's Membership Record must show (i) the name of each Owner and Co-Owner, if any, (ii) a proper legal description of such Owner's Lot, (iii) whether such Owner's membership is in good standing, and (iv) the address to which notice is to be given such Owner pursuant to these By-Laws.

Section 4. Book of Resolutions. All resolutions of the membership or Board, having more than temporary effect shall be compiled from time to time into a Book of Resolutions and topically indexed for the future guidance of this Association's directors, officers, and members.

Section 5. Inspection. All books, records, and papers of this Association are open at all times during reasonable business hours for inspection and copying by any Owner, Member, or by the Declarant. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also

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will furnish to any Owner, Member or the Declarant copies (certified, if requested) of any and all of its books, records and other papers. The Association may make a reasonable, uniform charge for such copies and certification.

Section 6. The official Association records shall include:

- (1) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
- (2) A copy of the bylaws of the Association and of each amendment to the By-Laws.
- (3) A certified copy of the articles of incorporation of the Association and of each amendment thereto.
- (4) A copy of the declaration of covenants and a copy of each amendment thereto.
- (5) The copy of the current rules of the Association.
- (6) The minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.
- (7) A current roster of all members and their mailing addresses and parcel identification.
- (8) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.
- (9) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.
- (10) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
 - a. Accurate, itemized, and detailed records of all receipts and expenditures.
 - b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
 - c. All tax returns, financial statements, and financial reports of the Association.
 - d. Any other records that identify, measure, record or communicate financial information.

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**ARTICLE VIII
Officers**

Section 1. Enumeration. This Association's regular Officers are a President and Secretary/Treasurer, who are elected, at the first Board meeting following each annual meeting, for a term of one year, and until their respective successors are qualified, unless any such officer sooner dies, resigns, is removed, or is disqualified or otherwise unable to serve. Officers must be members of the Board of Directors.

Section 2. Special Officers. The Board may appoint such other officers as it deems advisable, each of whom will hold such offices for such period, have such authority, and perform such duties as the Board from time to time determines.

Section 3. Resignation and Removal. Any officer may be removed by the Board with or without cause. A resignation of any officer need not be accepted to be effective. Vacancies are filled by Board appointment.

Section 4. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person simultaneously may hold more than one other regular office, but any regular officer also may hold one or more special offices.

Section 5. Duties. The duties of the regular officers are as follows:

(a) President. The President: (i) is entitled to preside at all meetings of the Board and the Membership; (ii) sees that orders and resolution of the Board are carried out; and (iii) signs all leases, mortgages, deeds, and other written instruments and, co-signs all checks and promissory notes.

(b) Vice President. The Vice President shall act in place of the President if the President is absent, unable or refuses to act.

(c) Secretary. The Secretary: (i) records the votes and keeps the minutes of all meetings and proceedings of the Board and the Members; (ii) keeps the corporate seal of this Association and affixes it on all instruments requiring it; (iii) gives notice of all meetings of the Board and Membership; and (iv) keeps the Membership Record as provided in Article VII, Section 3, of these By-Laws.

(d) Treasurer. The Treasurer: (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association;

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(iii) keeps proper books of account; (iv) with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its annual meeting; and (v) reports to the Association on a quarterly basis as to the financial status of the Association. Any officer additionally may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

**ARTICLE IX
Procedure**

Roberts Rules of Order (latest edition) shall govern the proceedings of meetings of the Association, the Board of Directors and its Committees.

ATTESTATION

IN WITNESS WHEREOF, the undersigned Secretary has signed this document for the purpose of authenticating it as the By-Laws of LAKE ST. CHARLES MASTER ASSOCIATION, INC. a Florida corporation not for profit, as adopted by its Board of Directors this 25th day of July, 1997.6

Walter F. Jones
Secretary