

SUPPLEMENTAL DECLARATION OF RESTRICTIONS  
LAKE ST. GEORGE COMMUNITY  
FIRST SINGLE FAMILY PHASE

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DEVELOPED BY:

LEVITT LAND INCORPORATED  
Lake St. George Drive  
Palm Harbor, Florida 33563

PREPARED BY:

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SUPPLEMENTAL DECLARATION OF RESTRICTIONS:  
LAKE ST. GEORGE COMMUNITY  
FIRST SINGLE FAMILY PHASE

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SUPPLEMENTAL DECLARATION OF RESTRICTIONS:  
LAKE ST. GEORGE COMMUNITY  
FIRST SINGLE FAMILY PHASE

THIS DOCUMENT is the "Supplemental Declaration of Restrictions: Lake St. George Community First Single Family Phase" and is made this 27 day of April, 1979, by LEVITT LAND INCORPORATED, a Delaware corporation ("Levitt"), and WITNESS:

ARTICLE I: GENERAL PROVISIONS

Section 1. Declarations Incorporated. The provisions of the "Declaration of Restrictions: Lake St. George" and the "Master Declaration of Restrictions: Lake St. George Community" are here incorporated by reference with the same effect as if they were set forth in their respective entireties. Without limitation, all terms defined in the Master Declaration, either directly or by reference to the Lake Declaration, have the same meaning in this Supplemental Declaration; and the rules of interpretation set forth in the Lake Declaration and Master Declaration apply to the interpretation, construction, application, and enforcement of this Supplemental Declaration.

Section 2. Lands Affected. The lands subject to the provisions of this Supplemental Declaration are described on Exhibit "A" attached and are hereafter collectively called "this Phase." The terms "Unit I," "Unit II," and "Unit III" refer to the portions of this Phase contained within the respective subdivision plats thereof.

Section 3. Common Area. The Common Area in this Phase is described on Exhibit "B" attached. Although not part of the Common Area, all landscaped medians and entrance displays within any public road right-of-way in this Phase must be maintained by the Association as a common expense to the extent such maintenance is not provided by Pinellas County or other public authority.

Section 4. Limited Common Area. There is no Limited Common Area within this Phase.

Section 5. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot within this Phase. Each Homeowner must make all repairs, maintenance, and replacements necessary to maintain such Homeowner's Lot, its improvements, vegetation, exterior attachments, and appurtenant parkways in a safe, sanitary, and reasonably attractive condition. If:

(a) Any Homeowner refuses or fails to make any such required repairs, maintenance, or replacements; and

(b) As a result, any condition on or adjoining such Homeowner's Lot becomes a hazard or nuisance to any other Homeowner, or measurably diminishes or impairs the value, desirability, or marketability of any other Lot within this Phase; and

(c) Not less than two-thirds (2/3) of the members of the Association's Board of Directors so find after reasonable notice to, and reasonable opportunity to be heard by, the affected Homeowner;

Then, upon the occurrence of all of the foregoing, the Association may make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess the cost against such Homeowner's Lot as provided in Article VI, Section 6, of the Master Declaration. The Association, its agents, employees, and contractors, have a reasonable right of entry onto each Lot, and into its improvements, for the foregoing purposes, as provided in Article III, Section 16, of the Master Declaration.

Section 6. Maximum Annual Assessment. The Annual Assessment against all Lots within this Phase consists of the annual general assessment only, as defined in Article VI, Subsection 2(a), of the Master Declaration. Until the close of the Association's fiscal year in which the conveyance of the first Lot within this Phase by any Developer to a Homeowner other than a Developer occurs, such annual assessment will not exceed \$250.00 per Lot. Thereafter, it may be increased as provided in Article VI, Section 3, of the Master Declaration.

## ARTICLE II: EASEMENTS AND RESTRICTIONS

Section 1. Structures. No building may be erected, altered, placed, or permitted to remain on any Lot except one detached single family dwelling not exceeding 2-1/2 stories in height and a private garage or carport for not more than two cars that conforms architecturally with the dwelling. All buildings or structures on any Lot in this Phase must be of new construction. The ground floor of the dwelling, exclusive of open porches, garages, and carports, must be at least 900 square feet for a one story dwelling and 600 square feet for a dwelling of more than one story, if constructed in Units I or III, or at least 1,600 square feet and 900 square feet respectively, if constructed within Unit II. No structure of a temporary character, trailer, tent, shack, barn, clothesline, or other outbuilding may be located, constructed, or permitted to remain on any Lot, temporarily or permanently, unless it is screened from view from the front of such Lot and from all adjoining Lots.

Section 2. Yards. No dwelling may be constructed on a plot of ground having an area of less than 7,000 square feet in Units I and III, or 9,000 square feet in Unit II. Front, rear, and side setback requirements, as established by Law, in effect at the time of construction, must be complied with; but in no event may any building be erected closer than 15 feet to the front Lot line, or closer than 7.5 feet to any interior side Lot line. No building situated on a corner Lot may be erected closer than 15 feet to any street.

Section 3. Swimming Pools. A private swimming pool may be constructed on any Lot, if otherwise permitted by Law; but it must be situated entirely within the rear yard area of such Lot, comply with all requirements imposed by Law, and not encroach onto any utility easements.

Section 4. Appearance. No Lot may be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations must be placed under the surface of the ground or within walled-in or screened areas

so as not to be visible from the street or objectionable to any adjacent Lot. Each Lot, whether occupied or unoccupied, must be maintained reasonably clean and free from refuse, debris, unsightly growth, and fire hazards. No materials may be stored on the exterior of any Lot unless completely screened from view, except for temporary storage in connection with actual construction work in progress. The Association by its rules and regulations may require uniform mailboxes throughout all or portions of this Phase.

Section 5. Fences. No fencing may extend beyond the front building line of the dwelling constructed on any Lot, nor is any fencing permitted within the front yard area on any Lot or along the front property line of any Lot. No fence located in or along the side or rear yard of any Lot may have a height that exceeds six feet. No temporary fence of any kind may be constructed on any Lot except by a Developer or a Builder as part of the Work. All fencing materials used on any Lot must be substantial and conform substantially with those utilized on adjoining Lots.

Section 6. Utility Easements. Easements for installation and maintenance of utilities, and for ingress and egress to such utilities, are reserved as shown on the recorded subdivision plat of this Phase. Within these easements, no structure, planting, or other material may be placed or permitted to remain that may damage or interfere with the installation and maintenance of, or access to, utilities. The easement area on any Lot, and all improvements within it, must be maintained continuously by the Homeowner of such Lot, except for those improvements maintained by a public or private authority or utility.

Section 7. Vehicles. Except for passenger automobiles, motorcycles, and trucks of one ton capacity or less ("Permitted Vehicles"), no boat, trailer, or vehicle of any nature may be parked, stored, kept, repaired, or restored by any Homeowner anywhere within this Phase, except within the improvements on the Lots severally, or otherwise entirely screened from view. Each Homeowner's Permitted Vehicles at all times must be parked within the improvements or upon the driveway on such Homeowner's Lot, and not within any street right-of-way. Except for emergency repairs, no Homeowner's Permitted Vehicle may be repaired, serviced, or restored except within the improvements upon such Homeowner's Lot. The foregoing does not, however, prevent the temporary, non-recurrent parking of any vehicle, boat, or trailer for a period not exceeding 48 hours upon the driveway on any Lot, nor the routine servicing or repair of any Permitted Vehicle upon the exterior of any Lot so long as such servicing or repair is completed within 48 hours from commencement. This section will not apply to (i) any Developer or Builder in connection with completing the Work, or (ii) those portions of the Common Area, if any, that are improved for vehicular parking.

Section 8. Utility Connections. All Lots are served by sanitary sewerage and water systems; and no septic tank or well may be installed on any Lot, except one lawn well for irrigation purposes only.

Section 9. Drainage. All Lots within this Phase are burdened with reciprocal, mutual easements for water drainage in the manner established by Levitt as part of the Work; and no Homeowner may excavate, fill, or otherwise alter such Homeowner's Lot in any manner that materially alters the drainage patterns established by Levitt as part of the Work. Without limitation, no Homeowner will cause or permit the obstruction, alteration, or modification of the

original drainage pattern of any Lot as established by Levitt as part of the Work, including any alteration or modification to drainage swales, culverts, trenches, devices, or facilities that Levitt has constructed or installed on any Lot as part of the Work for storm drainage purposes, whether through the erection of fences, planting of trees or shrubs, landscaping, laying of sod, removal of soil, placing of fill, alteration of surface elevations, regrading of surfaces, filling of culverts, channeling, placing holes or ditches, or any other act.

Section 10. Intersections. No fence, wall, tree, hedge, shrub, or structure may be placed, maintained, or permitted to remain in such a manner as to obstruct sight lines for vehicular traffic at intersections.

Section 11. Lot Alterations. No Homeowner will cause or permit any earth or other material to be excavated or removed from any Lot for sale or for other commercial purposes; and no change in the elevation of the surface of any Lot is permitted if it materially alters or affects the surface elevation or grade of any adjoining Lot, even if such change does not alter the drainage pattern of any Lot in violation of Section 9.

Section 12. Antennas. No Homeowner will cause or permit a radio, television, or similar tower or antenna to be attached to such Homeowner's Lot, or to the dwelling on such Lot, except a single radio or television antenna that (i) does not project more than 15 feet above the roof of the dwelling as originally constructed, and (ii) is attached to such roof by a singular tubular support, without guy wires or similar attachments.

Section 13. Encroachments. If any improvement or structure installed by any Developer or Builder as part of the Work, including fences, sidewalks, and other improvements, encroaches onto any Lot, or any easement or setback area, then an easement for the maintenance of such encroachment is hereby established to the extent of not more than one foot, which easement will continue so long as the original improvement or structure creating the encroachment remains in existence. Such easement of encroachment does not extend to replacements of such improvements or structure, however.

Section 14. Resubdivision. For the purpose of providing a harmonious design for the development of this Phase, Levitt may combine or resubdivide any or all of the Lots established by the recorded subdivision plat of this Phase; but in no event may all or any portion of this Phase be recombined or resubdivided in any manner so as to (i) increase the number of dwellings in this Phase from those permitted by such subdivision plat, or (ii) reduce the minimum area of any parcel on which a dwelling is situated to less than 7,000 square feet in Units I or III, or 9,000 square feet in Unit II. Such recombination or resubdivision must be established by Levitt's initial deeds of conveyance; and each parcel so established by Levitt upon which a dwelling is situated will constitute a "Lot" for all purposes within this Phase, notwithstanding anything in this Declaration or the Master Declaration to the contrary. Resubdivision or recombination of Lots by anyone other than Levitt is prohibited.

Section 15. Plan Approval. For a period of ten years following the date this Declaration is recorded, no dwelling may be constructed on any Lot in this Phase by any person other than Levitt unless and until the plans and specifications for such dwelling, including a plot plan and grading plan, have been submitted to, and approved by, Levitt in writing. Such

approval will be given or denied within 30 days after Levitt receives such plans and specifications; and such approval will be deemed given if Levitt does not so approve or deny such application within 30 days from receipt of such plans and specifications. Such approval will not be unreasonably withheld, so long as the proposed construction substantially conforms in design, materials, and location with the then existing dwellings in this Phase constructed by Levitt. If no suit to enjoin or remove any dwelling constructed in violation of the provisions of this Section is commenced within six months following its completion, and a lis pendens or other notice of the pendency of such action Recorded, Levitt's approval also will be deemed given as to persons without actual knowledge of such violation. The provisions of this Section are personal to Levitt, and any other Developer to whom Levitt hereafter may assign its rights under this Section, in whole or in part, by a Recorded instrument.

Section 16. Architectural Control. With respect only to those Lots in this Phase described on Exhibit "C" attached, no dwelling, structure, fence, color change, addition, material exterior alteration (including alterations of roofing, siding, window, and trim materials), or substantial attachment may be erected, placed, reconstructed, undertaken, or permitted to remain unless and until approved by Levitt in writing, except: (a) dwellings and their appurtenances installed by Levitt as part of the Work or approved by Levitt under the preceding Section; and (b) any use, structure, alteration, or activity that is screened from view from (i) all other Lots in or adjoining this Phase that are owned, leased, or otherwise controlled by Levitt and (ii) from all public road rights-of-way. The procedures and standards contained in the preceding Section will apply to all approvals required by this Section. Levitt's rights under this Section are personal to Levitt, and such of its successors and assigns who acquire any or all of the Lots described on Exhibit "C" from Levitt for use as a sales or model center, or both, and will expire either ten years from the date this Supplemental Declaration is Recorded or the permanent discontinuance of a sales office and model center, on any of the Lots described on Exhibit "C".

Section 17. Riparian Parcels. All Lots in this Phase described on Exhibit "D" attached, and the portion of the Common Area designated "Lakefront Recreation Area" on Exhibit "B" attached, constitute Riparian Parcels within the operation of the Lake Declaration. The portion of Lots 1 through 8, inclusive, of Block A, Unit I, that are designated "drainage and natural area easement" on the recorded subdivision plat of Unit I are burdened by permanent, private conservation easements, as defined in Section 704.06, Florida Statutes (1977), for the benefit of the Association and each Homeowner who also is a Riparian Owner; and all uses, activities, and conditions described in Section 704.06(1), Florida Statutes (1977), are prohibited within such easement area, except for (i) those that are necessary, convenient, or desirable for completion of the Work, or for Lake Management, or to prevent any condition therein from becoming hazardous to human health, safety, or welfare; and (ii) the removal or destruction of trees, shrubs, or other vegetation, so long as such removal is consistent with Lake Management and otherwise permitted by Law. Notwithstanding the provisions of Article VIII, Section 1, of the Master Declaration to the contrary, the easements and restrictions established by this Section are enforceable only by the Association, a Homeowner who also is a Riparian Owner, and Levitt, and any other Developer to whom Levitt hereafter may assign its rights under this Section, in whole or in part, by a Recorded instrument. The foregoing does not impose any duty of enforcement, however. Such areas also are burdened with permanent, non-exclusive easements for Lake Management, as provided in Section 3, Part IV, of the Lake Declaration.

Section 18. Natural Areas. The portions of Lots 1 through 16, inclusive, Block "24," all of Tract "A" as shown on the subdivision plat of Unit II and there designated "Drainage, Utility, and/or Natural Area Easement," and all of Tract "A" as shown and so designated on the subdivision plat of Unit I, are hereby burdened with permanent, private conservation easements, as defined in Section 704.06, Florida Statutes (1977), for the benefit of the Association and each Homeowner; and all uses, activities, and conditions described in Section 704.06(1), Florida Statutes (1977), are prohibited within such easement areas, except for those necessary, convenient, or desirable to (i) permit use of such easement areas for utility or drainage purposes, or both, or (ii) prevent any condition therein from becoming hazardous to human health, safety, or welfare; or (iii) permit completion of the Work.

Section 19. Rights Excluded. No right of public enforcement of the conservation easements established by the preceding Sections 17 and 18 is granted by this Supplemental Declaration, nor does the establishment of such easements grant any right of entry to any person over, across, or through any portion of such easement areas not otherwise available by Law or pursuant to the Declarations.

Section 20. Lot Exception. Notwithstanding any provision of this Supplemental Declaration to the contrary, the minimum Lot size requirements set forth in Sections 2 and 14 of this Article will not apply to Lot 42, Block D, as shown on the Recorded subdivision plat of Unit III. As to such Lot only, the minimum area of such Lot for purposes of Sections 2 and 14 of this Article is that established by the Recorded Subdivision Plat of Unit III.

### ARTICLE III: EFFECT AND AMENDMENT

Section 1. Effect. This Supplemental Declaration will take effect when recorded, whereupon all lands within this Phase will be held, sold, and conveyed subject to the easements, conditions, covenants, and restrictions contained in the Master Declaration and in this Supplemental Declaration, or either, all of which are hereby declared to be for the purpose of protecting the value and desirability of, and which will run with, all lands within this Phase and be binding upon all persons having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns, and which will inure to the benefit of the Association and each Homeowner, as such terms are defined in the Master Declaration.

Section 2. Construction with Declarations. Levitt intends that the Lake Declaration, the Master Declaration, and this Supplemental Declaration be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, Levitt intends that the provisions of this Supplemental Declaration control within this Phase to the extent that they are more specific or more restrictive than those contained in the Lake Declaration or the Master Declaration, as the case may be. Otherwise, Levitt intends that the provisions of the Lake Declaration, or the Master Declaration, as the case may be, control anything to the contrary in this Supplemental Declaration.

Section 3. Extension. Levitt reserves the right to extend the provisions of this Supplemental Declaration, in whole or in part, in the manner provided by Article VII of the Master Declaration to any or all remaining portions of the Properties hereafter developed as detached single family residences.



Section 4. Amendment. Except for extensions as provided in the preceding Section, this Supplemental Declaration may be amended, rescinded, or terminated only in the manner provided in Article VIII, Section 2, of the Master Declaration as amended for amendment, rescission, or termination of the Master Declaration, as the case may be, except that amendments not inconsistent with the Master Declaration and confined in their operation to this Phase of the Properties need be signed by only the requisite percentage of Homeowners within this Section.

Section 5. Duration. This Supplemental Declaration will continue in force and effect for the same period and in the same manner as provided in Article VIII, Section 7, for the duration of the Master Declaration.

IN WITNESS WHEREOF, the parties have executed this Supplemental Declaration the date stated above.

SIGNATURES WITNESSED BY:

LEVITT LAND INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_

As to Both

Attest: \_\_\_\_\_

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 1979, by Marvin B. Rose and Angela P. Howard, the Vice President and Asst. Secretary of LEVITT LAND INCORPORATED, a Florida corporation, on behalf of the corporation.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Affix Notarial Seal)

EXHIBIT "A"

LANDS AFFECTED

All of LAKE ST. GEORGE, UNIT I, as per plat recorded in Plat Book 78, Page 65, Public Records of Pinellas County, Florida; AND all of LAKE ST. GEORGE, UNIT II, as per plat recorded in Plat Book 79, Page 43, Public Records of Pinellas County, Florida; AND all of LAKE ST. GEORGE, UNIT III, as per plat recorded or to be recorded in the Public Records of Pinellas County, Florida.

EXHIBIT "B"

COMMON AREA (SEE ATTACHED)

EXHIBIT "C"

CONTROLLED LOTS

Lots 1 through 15, inclusive, of Block "B," AND Lots 1 and 32 of Block "C," AND Lots 1 through 8, inclusive, of Block "A," all in LAKE ST. GEORGE, UNIT I, as per plat recorded in Plat Book 78, Page 65, Public Records of Pinellas County, Florida.

EXHIBIT "D"

RIPARIAN PARCELS

All of Lots 1 through 8, Block "A," LAKE ST. GEORGE, UNIT I, as per plat recorded at Plat Book 78, Page 65, Pinellas County Public Records.

EXHIBIT "B"

COMMON AREA

All of Tract "A," Block "C," LAKE ST. GEORGE, UNIT I, as per plat recorded at Plat Book 78, Page 65, Pinellas County Public Records; AND all of Tract "A," LAKE ST. GEORGE, UNIT II, as per plat recorded in Plat Book 79, Page 43, Public Records of Pinellas County, Florida.

AND

LAKEFRONT RECREATION AREA

Commence at the Southwest corner of the Northwest 1/4 of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida; thence North  $01^{\circ}15'40''$  West along the West boundary of the Northwest 1/4 of said Section 8, 1333.76 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 8; thence continue North  $01^{\circ}15'40''$  West, 6.21 feet; thence North  $89^{\circ}13'04''$  East along the centerline of State Road 584, 2525.72 feet to a point of curvature; thence South  $00^{\circ}46'56''$  East, 50.00 feet; thence on an arc to the right of 80.01 feet along the South right-of-way boundary of State Road 584, with a radius of 2814.79 feet, subtended by a chord of 80.01 feet, chord bearing South  $89^{\circ}58'04.5''$  East to a point on curve; thence South  $00^{\circ}46'56''$  East 223.86 feet to a point of curvature; thence on an arc to the right of 26.42 feet, with a radius of 880.00 feet, subtended by a chord of 26.24 feet, chord bearing South  $00^{\circ}04'19''$  West to a point on curve for a POINT OF BEGINNING; thence on an arc to the right of 622.03 feet, with a radius of 2564.79 feet, 300 feet southerly of and concentric with the centerline of State Road 584, subtended by a chord of 620.50 feet, chord bearing South  $82^{\circ}03'20''$  East to a point of curvature; thence on an arc to the right of 161.73 feet, with a radius of 125.00 feet, subtended by a chord of 150.69 feet, chord bearing South  $38^{\circ}02'28''$  East, thence South  $48^{\circ}23'11''$  East, 354.28 feet; thence North  $87^{\circ}18'32''$  West, 261.37 feet; thence North  $63^{\circ}43'58''$  West, 233.65 feet; thence North  $19^{\circ}54'26''$  West 74.53 feet; thence South  $70^{\circ}05'34''$  West, 210.00 feet, to a point on curve; thence on an arc to the left of 119.54 feet, with a radius of 150.00 feet, subtended by a chord of 116.40 feet, chord bearing North  $42^{\circ}44'16''$  West to a point of tangency; thence North  $65^{\circ}34'06''$  West 234.90 feet, to a point on curve; thence on an arc to the left of 143.67 feet, with a radius of 880.00 feet, subtended by a chord of 143.51 feet, chord bearing North  $05^{\circ}36'11''$  East to the P.O.B., containing 4.655 acres, more or less. The foregoing parcel adjoins LAKE ST. GEORGE, UNIT I, as per plat recorded in Plat Book 78, Page 65, Pinellas County Public Records, along its southerly boundaries and adjoins Lake St. George Drive, as established by said plat, along its westerly boundary.

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of  
**LSC COMMUNITY ASSOCIATION, INC.**

Made on April 26, 1979.

The Charter Number for this corporation is 746920.



CORP 104 Rev L-78

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 26th day of April, 1979.  
*[Signature]*  
Secretary of State

FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
LSG COMMUNITY ASSOCIATION, INC.

ARTICLES OF INCORPORATION  
OF  
LSG COMMUNITY ASSOCIATION, INC.

Section No.

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 Apr 26 10 AM '79  
 SEC. CLERK  
 REG. DIVISION  
 CHICAGO, ILL.

ARTICLES OF INCORPORATION  
OF  
LSG COMMUNITY ASSOCIATION, INC.

A Corporation Not For Profit

The undersigned incorporators, all residents of the State of Florida and all of full age, hereby associate ourselves together and make, subscribe, acknowledge, and file with the Department of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

ARTICLE I

Name

The name of this corporation is LSG COMMUNITY ASSOCIATION, INC., called the "Association" in these Articles.

ARTICLE II

Office and Registered Agent

This Association's registered office is 2600 First Republic Tower, Tampa, Florida 33602; and its registered agent is Joseph Castello, who maintains a business office identical with this Association's registered office. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

ARTICLE III

Purpose and Powers of the Association

This Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of the following described tracts of land in Pinellas County, Florida, and any additions as hereafter may be brought within this Association's jurisdiction:

All of LAKE ST. GEORGE, UNITS I, II, and III, as per the respective plats thereof recorded in the Pinellas County Public Records

This Association's purposes include, without limitation, provisions for (i) Lake Management of Lake St. George, as set forth in that certain "Declaration of Restrictions: Lake St. George" recorded or to be recorded in the Public Records of Pinellas County, Florida (the "Lake Declaration"); and (ii) the maintenance, preservation, and, if so provided, architectural control of the residence lots, Common Area, and Limited Common Areas, if any, now or hereafter created in the lands described above by recording in the Public Records of Pinellas County, Florida, that certain "Master Declaration of Restrictions: Lake St. George Community" (the "Master Declaration"), and all Supplemental Declarations thereto, and within any additions to such lands as hereafter may be brought within this Association's jurisdiction in the manner provided in the Master Declaration. The Lake Declaration, the Master Declaration, and all Supplemental Declarations to the

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STATE OF FLORIDA  
TAMPA

Master Declaration, as all of the foregoing may be amended from time to time, are individually and collectively called "the Declarations" in these Articles. Without limitation, this Association is empowered to:

(a) Declaration Powers. Exercise all rights, powers, and privileges, and perform all duties, of this Association from time to time set forth in the Declarations, including the right to enforce all provisions thereof in its own name.

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs.

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declarations.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property.

(e) Borrowings. Borrow money and, with the approval of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of two-thirds (2/3) of each class of members, dedicate, sell, or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as two-thirds (2/3) of each class of members determine.

(g) Reorganizations. With the approval of two-thirds (2/3) of each class of members, participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.

(h) Regulations. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, the Common Area, or any Limited Common Areas consistent with the rights and duties established by the Declarations.

(i) General. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declarations, or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) Maintenance. If, as, and when provided by any Supplemental Declaration, cause the exteriors of certain residence Lots to be maintained.

(k) Lake Management. Perform all Lake Management functions provided in the Lake Declaration.

#### ARTICLE IV

##### Membership

Section 1. Membership Generally. No person except a Homeowner or a Developer, as such terms are defined in Article II of the Master Declaration,



is entitled to membership in the Association; and all Homeowners and Developers, regardless of whether a Developer is also a Homeowner, must be either Class A or Class B members of the Association, as provided in this Article.

Section 2. Class A Membership. Until termination of Class B membership, as provided in Section 3 of this Article, every Homeowner who holds Record title to a Lot that is subject to assessment under Article VI, Section 9, of the Master Declaration, except a Developer, is a Class A member of the Association. Following such termination, each such Homeowner, including any and all Developers who are then Homeowners, is a Class A member. Each Class A membership is appurtenant to the Lot upon which it is based and is transferred automatically by a conveyance of Record title to such Lot. A Homeowner of more than one Lot is entitled to one Class A membership for each Lot to which such Homeowner holds Record title. No person other than a Homeowner may be a Class A member of the Association, and a Class A membership may not be transferred except by a transfer of Record title to the Lot upon which it is based; but the foregoing does not prohibit the assignment of Class A membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 3. Class B Membership. Every Developer is a Class B member of the Association. Class B membership is not appurtenant to ownership of Record title to a Lot. The Class B membership will terminate upon the happening of any of the following, whichever occurs first:

- (a) All Developers convey all of their respective right, title, and interest in and to the Properties for purposes other than completing the Work.
- (b) All Developers Record a disclaimer of their respective Class B memberships.
- (c) The Work is discontinued for a period of 18 consecutive months.
- (d) June 30, 1993.
- (e) The Class A membership of the Association totals 1,100.

Upon termination of Class B membership, all provisions of the Declarations, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting, consent, or approval by classes of membership.

## ARTICLE V

### Voting Rights

Section 1. Class A Voting. Until termination of Class B membership, as provided in the preceding Article, each Homeowner, except a Developer, is entitled to cast one Class A vote for each Lot to which such Homeowner holds Record title. Following such termination, each Homeowner, including any and all Developers who are then Homeowners, is entitled to cast one vote for each Lot to which such Homeowner holds Record title. If more than one person holds the Record title to any Lot, all such persons are Class A members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-tenant

is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 2. Class B Voting. The Class B members, regardless of number and regardless of the number of Lots to which any or all of them hold Record title, if any, are entitled initially to cast 3,450 collective Class B votes, which figure will be reduced by three votes for each Lot to which Record title is conveyed by a Class B member to a Class A member. If there is more than one Class B member at any given time, the Class B votes will be exercised as the Class B members determine between or among themselves and designate to the secretary of the Association by an appropriate written instrument. Upon termination of Class B membership, as provided in the preceding Article, Class B voting will terminate regardless of whether any Class B votes remain outstanding at the time of termination.

## ARTICLE VI

### Board of Directors

Section 1. Number and Term. This Association's affairs are managed by a Board of Directors initially composed of three Directors, who need not be Association members. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number of three or more. The term of office for all Directors is one year, and any Director may succeed himself in office.

Section 2. Election. All Directors are elected by secret written ballot at the annual meeting. Each member entitled to vote may cast as many votes for each vacancy as such member has under the provisions of Article V of this Articles; and the person receiving the largest number of votes cast by the Class A and Class B members for each vacancy is elected. Cumulative voting is not permitted.

Section 3. Initial Directors. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Name</u>	<u>Address</u>
BERNARD SOKOLOV	Lake St. George Drive Palm Harbor, Florida 33563
ROGER KUROWSKI	Lake St. George Drive Palm Harbor, Florida 33563
JAY KRINSKY	Lake St. George Drive Palm Harbor, Florida 33563

## ARTICLE VII

### Officers

The names of the officers of this Association who will serve until their successors have been duly elected and qualify, unless they sooner die, resign, are removed, or are incapacitated or otherwise unable to serve, are:

<u>Names</u>	<u>Office</u>
BERNARD SOKOLOV	President
ROGER KUROWSKI	Secretary-Treasurer
JAY KRINSKY	Vice President

#### ARTICLE VIII

##### Subscribers

The names and residences of the subscribers are:

<u>Name</u>	<u>Residence Address</u>
JOSEPH CASTELLO	14732 Pine Glen Circle Lutz, Florida 33549
CHERYL BUZBEE	706 North Evers Street Plant City, Florida 33566
LINDA MILLER	179 114th Avenue North St. Petersburg, Florida 33702

#### ARTICLE IX

##### Dissolution

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and (i) with the approval of two-thirds (2/3) of each class of members and (ii) upon such other approvals, if any, as may be required by Article XIII. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If such dedication is refused, such assets must 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 may any assets inure to the benefit of any member or other private individual.

#### ARTICLE X

##### Duration

This Association exists perpetually.

#### ARTICLE XI

##### By-Laws

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded by a majority vote of a quorum of both classes of members present at any regular or special meeting duly called and convened, except that the Federal Housing Administration and the Veterans Administration may have the right to veto amendments as provided in Article XIII, and certain other approvals may be required, as provided in Article XIII.

## ARTICLE XII

### Amendments

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, except that each such amendment must have the approval of two-thirds (2/3) of each class of members, plus such approvals, if any, as may be required by Article XIII.

## ARTICLE XIII

### Other Approvals

Section 1. FHA/VA. If, and only if, any portion of the Properties is approved for mortgage insurance by the Federal Housing Administration or for mortgage guarantess by the Veterans Administration pursuant to an application therefor by a Developer, then all of the following actions require the approval of FHA or VA, or both, as the case may be, until completion of the Work, as defined in the Master Declaration, or the termination of Class B membership, whichever occurs last: (i) dedication or mortgaging of Common Area or any Limited Common Area; (ii) merger, consolidation, or dissolution of this Association; and (iii) amendment of these Articles. The FHA or VA, or both, as the case may be, also will have the right to veto amendments to this Association's By-Laws under the conditions stated in this Article. The provisions of this Article will have no effect, however, if the application for FHA or VA approval, or both, as the case may be, is withdrawn before any mortgage on any Lot is insured or guaranteed.

Section 2. Other. Under the conditions stated in Article VIII, Section 5, of the Master Declaration, certain other approvals from time to time may be required for the following actions: (i) alienation or encumbering of all or any portion of the Common Area or any Limited Common Area; and (ii) amendment of these Articles of Incorporation or this Association's By-Laws; and (iii) the merger, consolidation, or dissolution of this Association.

## ARTICLE XIV

### Voting Requirements

Section 1. Percentage Requirements. Unless the context expressly requires only the approval of those members present and voting, any provision of these Articles, the Declarations, or the By-Laws that expressly requires the approval of a specified percentage of either or both classes of membership requires the approval of those members entitled to cast the requisite percentage of the total votes eligible to be cast by the applicable class or classes of membership. In the absence of an express voting requirement, the majority vote of those members present and voting at a meeting duly called and convened is sufficient.

Section 2. Two-Thirds of Class. Any of the following constitute Extraordinary Action that must be approved by two-thirds (2/3) of each class of members: (i) any mortgaging of this Association's property as provided in Article III(e) of these Articles; (ii) any merger or consolidation of this Association as provided in Article III(g) of these Articles; (iii) any dissolution of this Association as provided in Article IX of these Articles; and (iv) amending these Articles of Incorporation as provided in Article XII of these Articles.

Section 3. Two-thirds of Those Present. Any extension of the Master Declaration that is not in accordance with Developer's Master Plan for the Properties, as provided in Article VII, Section 3, of the Master Declaration, constitutes Extraordinary Action that requires the approval of

two-thirds (2/3) of the Class A members present and voting. The following Extraordinary Actions require the approval of two-thirds (2/3) of each class of members present and voting: (i) capital improvements to the Common Area, as provided in Article V, Section 7, of the Master Declaration; (ii) extraordinary increase in the annual general assessment as provided in Article VI, Section 3(b), of the Master Declaration; (iii) any special assessment for capital improvements to the Common Area, as provided in Article VI, Section 5, of the Master Declaration; and (iv) any extension of the Master Declaration to any lands other than the Properties, as provided in Article VII, Section 4, of the Master Declaration.

Section 4. Affected Homeowners. The following Extraordinary Actions require the approval of two-thirds (2/3) of each class of the affected Homeowners present and voting: (i) capital improvements to any Limited Common Area as provided in Article V, Section 7, of the Master Declaration; (ii) special assessments for capital improvements to any Limited Common Area as provided in Article VI, Section 5, of the Master Declaration; (iii) use of the proceeds of any annual maintenance assessment, annual Limited Common Area assessment, or special Limited Common Area assessment for other purposes, as provided in Article VI, Section 7, of the Master Declaration; and (iv) any extraordinary increase of any annual Limited Common Area assessment or annual maintenance assessment, as provided in Article VI, Section 3(b), of the Master Declaration.

Section 5. Notice and Quorum Requirements. As provided in Article VII, Section 3, of the Master Declaration, written notice of any meeting at which any Extraordinary Action enumerated in this Article will be taken must be given to all Homeowners, or all affected Homeowners, as the case may be, and to all Class B members who are not Homeowners, not less than 30 days, nor more than 60 days, in advance of such meeting. The presence of members or proxies entitled to cast at least 60 percent (60%) of the votes of each class of membership constitutes a quorum, if such action must be approved by both classes of membership, or of the Class A members, if such action must be approved by the Class A members only, or of both classes of the affected Homeowners, if such action must be approved by the affected Homeowners only. If the required quorum is not forthcoming, another meeting may be called on not less than ten days written notice; and the required quorum at the subsequent meeting will be reduced to the lesser of the following: (i) fifty percent (50%), or (ii) from and after the time it is determined that the laws of the State of Florida permit a lesser percentage, ten percent (10%) or the minimum from time to time permitted by the laws of the State of Florida, whichever is greater.

Section 6. Written Action. Any action that may be taken at any membership meeting, including any Extraordinary Action enumerated in this Article, may be taken without a meeting, without prior notice, and without a vote if: (i) written consent, setting forth the action so taken, is signed by those Homeowners entitled to exercise not less than the minimum number of votes necessary to authorize or take such action at a meeting; and (ii) within 10 days after obtaining such written consent, notice thereof is given to those members who have not so consented in writing.

Section 7. Certification. An instrument signed by any executive officer of this Association, and attested by this Association's Secretary under this Association's seal, is conclusive that any required approval has been obtained in the manner provided in these Articles as to persons without actual knowledge to the contrary.

## ARTICLE XV

### Interpretation

Express reference is made to the terms and provisions of the Declarations where necessary to interpret, construe, and clarify the provisions of these Articles. Without limitation, all terms defined in the Declarations have the same meaning where used in these Articles; and the rules of

interpretation set forth in the Declarations apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the incorporators intend their provisions to be consistent with the provisions of the Declarations and to be interpreted, construed, applied, and enforced with those of the Declarations to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of incorporation this 25 day of April, 1979.

  
\_\_\_\_\_  
JOSEPH CASTELLO

  
\_\_\_\_\_  
CHERYL BURBEE

  
\_\_\_\_\_  
LINDA MILLER

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day personally appeared JOSEPH CASTELLO, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of LSG Community Association, Inc., and who acknowledged to me that he executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 25 day of April, 1979.

MY COMMISSION EXPIRES:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION NO. 11223 AUG. 23 1987  
LEONOR TRUJILLO CENTRAL INS. UNDERWRITERS

Cheryl Ann Ferite  
NOTARY PUBLIC  
(Affix Notarial Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day personally appeared CHERYL BUZBEE, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of LSG Community Association, Inc., and who acknowledged to me that she executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 25 day of April, 1979.

MY COMMISSION EXPIRES:

12/1/79

Joseph Castello  
NOTARY PUBLIC  
(Affix Notarial Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day personally appeared LONDA MILLER, to me well known to be the person described in, and who signed the foregoing Articles of Incorporation of LSG Community Association, Inc., and who acknowledged to me that she executed and subscribed such Articles for the purposes set forth therein.

WITNESS my hand and official seal this 25 day of April, 1979.

MY COMMISSION EXPIRES:

12/1/79

Joseph Castello  
NOTARY PUBLIC  
(Affix Notarial Seal)

JWC/ed

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

LSG COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its registered office, as indicated in its Articles of Incorporation, at 2600 First Florida Tower, Madison at Ashley, City of Tampa, County of Hillsborough, State of Florida, has named JOSEPH CASTELLO, whose business office is identical with such registered office, as its registered agent to accept service of process within this state, all in accordance with Section 607.014, Florida Statutes.

A C C E P T A N C E

Having been named to accept service of process for the foregoing corporation, at the place designated in this certificate, I hereby accept to act in such capacity and agree to comply with the provisions of the laws of the State of Florida relative to maintaining such registered office.

  
JOSEPH CASTELLO

FILED  
APR 25 10 30 AM '79  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



BY-LAWS OF  
LSG COMMUNITY ASSOCIATION, INC.

Adopted April 27, 1979

BY-LAWS OF  
LSG COMMUNITY ASSOCIATION, INC.

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BY-LAWS  
OF  
LSG COMMUNITY ASSOCIATION, INC.

ARTICLE I

General

Section 1. Definitions and Operation. Express reference is made to the "Master Declaration of Restrictions: Lake St. George Community" (the "Master Declaration"), the "Declaration of Restrictions: Lake St. George," and all Supplemental Declarations (collectively, the "Declarations"), where necessary to interpret, construe, and apply the provisions of these By-Laws. Without limitation:

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

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

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

Section 2. Membership and Voting Rights. Membership and voting rights in this Association are set forth in Articles IV and V of the Articles.

Section 3. Seal. This Association has a seal in circular form having within its circumference the words "LSG Community Association, Inc.," "Florida," and "Corporation Not For Profit 1979," 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 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 transferable or inheritable except as an incident to the transfer of title to such member's Lot, as provided in Art. IV, § 1, of the Master Declaration, and in Article IV of the Articles.

Section 6. Amendment. These By-Laws may be altered, amended, or rescinded in the manner set forth in Article XI of the Articles.

Section 7. Extraordinary Action. As used in these By-Laws, the term "Extraordinary Action" means any of those matters enumerated as such in Article XIV of the Articles.

## ARTICLE II

### Members' Meetings

Section 1. Annual Meetings. The annual meeting of this Association is held each year during the month of immediately preceding the start of this Association's fiscal year, on such date and at such time and place within Pinellas County, Florida, as the Board of Directors determines.

Section 2. Special Meetings. Special Membership meetings may be called at any time by: (i) the President; or (ii) the Board of Directors; or (iii) by the written request of members entitled to cast ten percent (10%) of all votes from time to time eligible to be cast by the Class A members; or (iv) by any Class B member, so long as there is Class B membership.

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 meeting, its purpose.

Section 4. Manner of Notice. Notice of any meeting at which any Extraordinary Action will be considered must be given to each member not less than 30 days, nor more than 60 days, in advance. Notice of all other meetings must be given at least 15 days in advance to each member. All notices may be given by personal delivery or by mailing a copy, postage prepaid, addressed to the member's address last appearing on the Association's books.

Section 5. Special Notices. Any notice to non-members required by the provisions of Article VIII of the Master Declaration may be given by mail. 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 6. 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 as to the regularity of any notice with respect to any person without actual knowledge of any defect in notice.

Section 7. Waiver of Notice. Notice of any meeting may be waived in writing 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.

Section 8. Quorum. The presence of members entitled to cast fifty percent (50%) of the total votes eligible to be cast by both classes of membership constitutes a quorum for all purposes except consideration of any

Extraordinary Action, to which the quorum requirements of Art. XIV, § 5, of the Articles apply. Except for such Extraordinary Action, from and after the time it is determined that the laws of the State of Florida permit a lesser quorum than fifty percent (50%), the foregoing quorum requirement will be reduced to the greater of the following: ten percent (10%), or the minimum from time to time permitted by the laws of the State of Florida, whichever is greater. 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 (i) such adjournment is taken within one hour following the scheduled time of the meeting and (ii) with respect to any Extraordinary Action, the adjournment provisions of Art. VIII, § 3, of the Master Declaration apply.

Section 9. 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 10. 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 calendar day preceding a meeting are entitled to vote at such meeting, or its adjournment.

Section 11. Proxies. Any member may vote in person or by proxy at any meeting. All proxies are revocable and terminate automatically upon conveyance of title to such member's Lot. All proxies must be in writing, signed by the member, and expire 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.

Section 12. Membership List. At least 10 days 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 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 13. 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 for any Extraordinary Action, as to which the voting requirements of the applicable provisions of the Articles or Declarations 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 members, who need not 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 is incapacitated or otherwise unable to serve.

Section 2. Standard of Care. Each Director must perform all duties as a Director, including duties as a committee member, (i) in good faith, and (ii) in a manner such Director reasonably believes is in the best interests of this Association, and (iii) with such care as an ordinarily 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 professionals as to matters that the Director reasonably believes are within such person's professional or expert competence.

(c) Committees. An Association committee upon which such Director does not serve, duly constituted pursuant to the Declarations, the Articles, or these By-Laws, as to matters within its 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 any service rendered to this Association as a Director.

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

Section 6. Election. Election to the Board of Directors must be by secret written ballot. Each member entitled to vote for the election of Directors may cast as many votes for each vacancy as such member has under the provisions of Article V 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 of Directors, may be removed with or without cause at any meeting called expressly for such purpose by a majority vote of the members entitled to vote for the election of Directors.

Section 8. Vacancies. If a Director dies, resigns, is removed, or is incapacitated 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 incapacitated or otherwise unable to serve.

#### ARTICLE IV

##### Directors' Meetings

Section 1. Regular Meetings. The Board of Directors meets monthly without notice, at such place and time as from time to time are fixed by Board resolution. If any regularly scheduled meeting falls upon a legal holiday, such meeting is held at the same time on the next day that is not a legal holiday.

Section 2. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors, after not less than three days prior notice to each Director. Notice may be waived in writing at any time before, at, or after the meeting; and neither the business transacted at, nor the purpose of, such meeting need be specified in any written waiver.

Section 3. Quorum. Except where the provisions of the Declarations may require action by two-thirds (2/3) of the members of the Board of Directors, a majority of the Directors constitutes 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 Declarations requires approval by two-thirds (2/3) of the Directors, such percentage 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 ratifies 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 ratifies 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 waiver of notice of such meeting and of 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. Informal 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 Directors 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 communications 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 membership by any provision of these By-Laws, the Articles, or the Declarations. Without limitation, the Board may employ all managers, independent contractors, professional advisors, and employees and agents as the Board deems advisable, 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 Properties and this 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 Declarations.

Section 3. Enforcement. For violation of any of its rules or regulations, the Board may: (i) suspend any member's right to use any recreational facility owned or controlled by this Association for a period not exceeding 60 days; or (ii) require any member to make restitution to this Association for any loss resulting from any violation; or (iii) impose reasonable fines; or (iv) any combination of the foregoing.

Section 4. Enforcement Procedure. By appropriate resolution establishing reasonable guidelines for uniform policy, procedure, and application, the Board may designate one of its members, or an officer of this Association, to determine violations of this Association's rules and regulations and recommend to the Board what sanctions, if any, should be imposed by the Board for each such violation, subject to review by a quorum of the Board at the request of the member affected. Such procedures at all times must afford the affected member reasonable prior notice and opportunity to be heard in an impartial manner.

Section 5. Suspension of Membership Rights. The Board is authorized, without prior notice, to suspend any member's voting rights and right to use any recreation facilities owned or controlled by this Association, or either, during any period in which such member is more than 30 days in default in payment of any assessment levied by this Association.

Section 6. Special Assessments. The Board has the power to determine what, if any, assessments are to be levied pursuant to Art. VI, §§ 4 & 6, of the Master Declaration.

Section 7. 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, intentional, or willful misconduct. Except to the extent such determination 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 8. Vacancies. The Board has the power to declare the office of any Director vacant if such Director is absent from three consecutive regular Board meetings without justification or excuse.

## ARTICLE VI

### Duties of Board of Directors

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

Section 2. Assessments. As more fully provided in the Declarations, the Board fixes the amount of the Annual Assessment against each Lot, and notifies each Owner of its amount in writing, at least 30 days in advance of each Annual Assessment period; provided, however, neither the failure to so fix any Annual Assessment, nor to provide any Owner with such written notice, invalidates any Annual Assessment. If the Board fails to fix an Annual Assessment, the assessment for the immediately preceding assessment period continues automatically. The Board enforces collection of all assessments owed this Association that remain unpaid for a period of 30 days by foreclosure, suit, or such other lawful procedure as the Board deems advisable, in addition to imposing the sanctions provided by Art. V, § 5, of these By-Laws.

Section 3. Maintenance. The Board causes the Common Area, all Limited Common Areas, if any, and, if so provided in any Supplemental Declaration, the exteriors of certain Lots, to be maintained in the manner, and to the extent, required by the Master Declaration and each Supplemental Declaration.

Section 4. Estoppel Certificates. Upon request by any interested person, the Board causes an appropriate Association officer to issue a certificate as to the status of assessments with respect to any Lot. Such certificates 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 5. Financial. With the assistance of this Association's Treasurer, the Board prepares an annual budget and financial statements for presentation to the membership at each annual meeting and causes an annual audit of this Association's financial statements to be made by an independent accountant at the completion of each fiscal year. The Board also must present a current statement of income and expense when requested in writing by members entitled to cast at least 10 percent of the votes eligible to be cast by the Class A membership.

Section 6. Reserves. Within the limits of available funds, and to the extent deemed prudent by the Board, this Association's budget at all times must provide adequate reserves for the maintenance, repair, servicing,

replacement, and renewal of property this Association is required to maintain, all as required by the Master Declaration and any applicable Supplemental Declaration and in accordance with sound financial practice. Such reserves need not be maintained, however, if the Board determines that their taxation will materially impair their usefulness.

Section 7. Insurance. The Board must procure and maintain in force and effect at all times adequate public liability and fire and extended coverage casualty insurance with respect to all property from time to time owned by this Association. 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 may be paid from Association funds, in the Board's discretion.

Section 8. Management. Within the limits of available funds, the Board at all times will employ such professional managers, accountants, attorneys, architects, and other professionals to assist the Board as reasonably are prudent and will prescribe the terms and conditions of such employment. The Board may contract with any Developer or any other person to manage this 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 30 days prior written notice.

## ARTICLE VII

### Committees

Section 1. Executive Committee. At any time when the Board consists of more than three Directors, the Board by resolution may designate from among its members an Executive Committee of three members that will have such powers, and exercise such duties, that the Board determines and that are not expressly reserved to the Board by any provision of these By-Laws, the Articles, or the Declarations. Once an Executive Committee has been appointed, the full Board need not meet more often than quarterly so long as the Executive Committee meets at least monthly.

Section 2. Other Committees. The Board from time to time may form and dissolve such other committees as the Board deems necessary or appropriate to assist or advise the Board, or both, in managing this Association's affairs. All committee members are appointed by, and serve at the pleasure of, the Board unless such appointing authority is delegated by Board resolution to an officer. No such committee can be authorized to expend, or commit this Association to expend, any Association monies unless such action is ratified or approved by the Board. Committee members need not be members of this Association; and, if the Board deems it advisable, any committee's authority may be limited to particular geographical areas of the Properties.

Section 3. Effect of Committees. The designation of any committee (including an Executive Committee), the delegation of its authority, or any action by such committee do not, by themselves, constitute compliance by any Director who is not a member of the committee with such Director's standard of care set forth in Art. III § 2, of these By-Laws.

Section 4. Members' Duties. The provisions of Art. III §§ 2 and 3, of these By-Laws apply to each member of any committee.

## ARTICLE VIII

### Books and Records

Section 1. Records Enumerated. This Association must keep correct and complete (i) books and records of account, (ii) minutes of the proceedings of its members, Board of Directors, and Executive Committee, if any, 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 their 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 Homeowner and co-owner, if any, (ii) a proper legal description of such Homeowner's Lot, (iii) whether such Homeowner's membership is in good standing, and (iv) the address to which notice is to be given such Homeowner pursuant to these By-Laws. Such record must be cross-indexed both alphabetically and by proper legal description of each Lot.

Section 4. Book of Resolutions. All resolutions of the membership, Board of Directors, and the Executive Committee, if any, having more than temporary effect may 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 at all times during reasonable business hours will be open to inspection and copying by any Homeowner, or any Mortgagee. Such right of inspection may be exercised personally or by one or more representatives. Upon request, the Association also will furnish to any Homeowner or Mortgagee copies (certified, if requested) of any and all of its books, records, and other papers, although the Association may make a reasonable, uniform charge for such copies and certification. Without limitation, the Declarations, Articles, and these By-Laws must be available for inspection by any person at the Association's principal office, where copies also may be purchased at a reasonable cost.

## ARTICLE IX

### Officers

Section 1. Enumeration. This Association's Regular Officers are a President, Vice President, Secretary, and 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 elected and qualified, unless any such officer sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve.

Section 2. Special Offices. The Board of Directors 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 at any time; and no officer has any vested right, privilege, or immunity with respect to any office. A resignation of any office 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 of Directors, the Membership, and the Executive Committee, if any, (ii) sees that orders and resolutions 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 acts 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 of Directors, the members, and the Executive Committee, if any; (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, membership, and Executive Committee, if any; and (iv) keeps the Membership Record as provided in Art. VIII § 3, of these By-Laws.



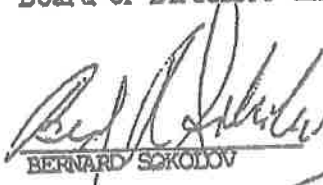
(d) Treasurer. The treasurer (i) causes the receipt and deposit into appropriate bank accounts of all Association monies and disburses such funds as directed by the Board; (ii) signs all checks and promissory notes of this Association; (iii) keeps proper books of account; (iv) with the assistance of the Board, causes an annual audit of the Association's books to be made by an independent accountant at the completion of each fiscal year; and (v) also with the assistance of the Board, prepares an annual budget and a statement of income and expense for presentation to the membership at its regular annual meeting.


Any Regular Officer also may exercise such other powers, and discharge such other duties, as the Board from time to time may require or permit.

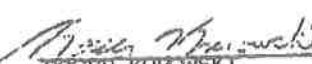
## ARTICLE X

### Attestation

IN WITNESS WHEREOF, the undersigned have signed this document for the purpose of authenticating it as the By-Laws of LSG Community Association, Inc., a Florida Corporation Not For Profit, as adopted by its Board of Directors this 27 day of April, 1979.

  
BERNARD SOKOLOV

  
JAY KRINSKY

  
ROGER KOROWSKI

JWC/di



DECLARATION OF RESTRICTIONS:

LAKE ST. GEORGE

THIS DOCUMENT is the "DECLARATION OF RESTRICTIONS: LAKE ST. GEORGE," made this 26 day of July 1978, by WOODMERE JACKSONVILLE, INC., a Florida corporation ("Owner"), joined by LEVITT LAND INCORPORATED, a Delaware corporation ("Levitt") and WITNESSES:

PART I: DEFINITIONS AND CONSTRUCTION

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

Section 1. "Association" means LSG Community Association, Inc., a Florida corporation not for profit, organized, or to be organized, under Chapter 617, Florida Statutes (1977). The Association is a "Homeowners Association", as defined below.

Section 2. "Developer" means each person who acquires any interest in any portion of the Riparian Lands for Development, and any such person's successors in interest for such purpose. Levitt is a "Developer" for all purposes under this Development Declaration; and Owner may become a "Developer" if Owner from time to time undertakes Development of any portion of the Riparian Lands.

Section 3. "Development" has the same meaning as defined in Section 380.04, Florida Statutes (1977), except that the division of land into parcels for purposes of sale does not by itself constitute "Development," and also includes the offering of developed Lots for sale or lease in the ordinary course of business.

Section 4. "Homeowners Association" means any nonprofit membership corporation (i) with membership limited to, and required of, those persons who collectively own an identified group of Lots, such membership to constitute a permanent appurtenance to each such Lot; and (ii) having assessment powers secured by a lien on each such Lot. The term "Homeowners Association" includes any Condominium Association or Cooperative Association, as such terms respectively are from time to time defined in Florida's Condominium Act or Cooperative Act, otherwise meeting the requirements of this Section.

Section 5. "Lake Boundary" means the waters edge of Lake St. George.

Section 6. "Lake Management" means all activities, uses, structures, equipment, improvements, and services with respect to the waters of Lake St. George that are (i) not prohibited, or are required, by Law; and (ii) necessary, convenient, or desirable for the purpose of maintaining Lake St. George in its natural condition, reasonably free from accumulations of trash, pollutants, and deleterious or destructive vegetation, organisms, creatures, fish, wildlife, and substances. Lake Management includes (a) all monitoring and sampling installations and activities from time to time required to determine the quality and characteristics of the waters of

Lake St. George; (b) the control, removal, or eradication from and about the waters of Lake St. George of any and all organisms, creatures, fish, wildlife, vegetation, or substances that are either ecologically destructive or dangerous to human health, safety, and welfare; and (c) the introduction of beneficial organisms, creatures, fish, wildlife, vegetation, or substances into, or about, the waters of Lake St. George.

Section 7. "Lake St. George" means the natural, nonmeandered, nonnavigable waterbody situated in the East one-half of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida.

Section 8. "Law" includes any statute, ordinance, rule, regulation, order, or permit requirement from time to time applicable to the Riparian Lands, or to any activities on or about the Riparian Lands, and validly enacted, promulgated, or adopted by (i) the United States of America, or any of its agencies, officers, or instrumentalities; or (ii) the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions; or (iii) any officer, agency, or instrumentality of any such municipality or political subdivision.

Section 9. "Levitt" means Levitt Land Incorporated, a Delaware corporation, and its successors in interest for the Development of any portion of the Riparian Lands.

Section 10. "Lot" means (i) any residential subdivision lot established by a recorded plat of any portion of the Riparian Lands, or (ii) any residential Condominium Parcel created in any portion of the Riparian Lands, as such term is from time to time defined in Florida's Condominium Act, or (iii) any residential Cooperative Parcel created in any portion of the Riparian Lands, as such term from time to time is defined in Florida's Cooperative Act. A Lot also is a Riparian Parcel if it abuts the Lake Boundary.

Section 11. "Master Plan" means Owner's comprehensive plan for Development of the Riparian Lands as from time to time on file with Pinellas County.

Section 12. "Owner" means Woodmere Jacksonville, Inc., its successors and assigns.

Section 13. "Person" means any natural person or artificial entity having legal capacity.

Section 14. "Pinellas County" means Pinellas County, Florida, a political subdivision of the State of Florida, its successors and assigns.

Section 15. "Record" or "Recorded" means filed for record in the Public Records of Pinellas County, or such other place as from time to time is designated under the laws of the State of Florida for providing public notice of titles to real property in Pinellas County.

Section 16. "Riparian Lands" means the lands in Pinellas County, Florida, that are subject to this Declaration and are described as follows:

All that portion of the East one-half of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, lying beneath the waters of Lake St. George or within 100 feet of the water's edge of Lake St. George.

Section 17. "Riparian Owner" means the person or persons holding record title to any Riparian Parcel. If more than one person holds such title, all such persons are Riparian Owners, jointly and severally. Without limitation, a Homeowner's Association is a "Riparian Owner" of all Riparian Parcels owned by it for the common use and enjoyment of its members and other Entitled Users, as defined in Section 4, Part III below. A Developer also is a Riparian Owner to the extent of all Riparian Parcels from time to time owned by such Developer.

Section 18. "Riparian Parcel" means any separately owned upland portion of the Riparian Lands abutting any portion of the Lake Boundary, together with all other adjoining lands under common ownership, regardless of whether included in the description of the Riparian Lands. If a Riparian Parcel from time to time is subdivided so that any portion no longer abuts the Lake Boundary, then the nonabutting portion no longer will constitute a Riparian Parcel for any purpose under this Declaration. Similarly, if lands adjoining the Riparian Lands are severed in any manner from common ownership with Riparian Lands, such adjoining lands no longer will constitute Riparian Lands or a Riparian Parcel, or portion of a Riparian Parcel, for any purpose under this Declaration.

Section 19. Interpretation. Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the terms "Riparian Lands," "Lake St. George," "Riparian Parcel," and "Lot," includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights; and (v) the words "must," "should," and "will" have the same legal effect as the word "shall". This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Riparian Lands by providing a common plan for their Development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

## PART II: BACKGROUND AND PURPOSE

Owner owns the Riparian Lands and, together with certain adjoining lands, has prepared a comprehensive plan for their beneficial use, Development, sale, and enjoyment, as set forth in the Master Plan. Owner now contemplates that portions of the Riparian Lands will be developed by Levitt and Developers other than Owner. By imposing the provisions of this Declaration, Owner and Levitt intend to assure that all Development of the Riparian Lands, whether undertaken by Owner, Levitt, or any other Developer, makes adequate provision for the management, preservation, and beneficial use and enjoyment by all Riparian Owners of Lake St. George. Specifically, Levitt has formed, or will form, the Association to implement the Master Plan as to portions of the Riparian Lands and certain adjoining lands and to provide Lake

Management. One or more other Homeowners Associations hereafter may be formed for similar purposes.

### PART III: USE RESTRICTIONS

Section 1. Consumptive Use. Except for irrigation uses existing on the date this Declaration is recorded, no consumptive use may be made of any waters contained within Lake St. George, whether for irrigation, swimming pool supply, or otherwise. Without limitation, no pump of any nature may be installed, connected, or used to withdraw any such waters except in connection with Lake Management or when necessary to prevent flooding.

Section 2. Pollution. Except for (i) natural drainage runoff, (ii) agricultural runoff existing on the date this Declaration is recorded, (iii) storm drainage runoff meeting all requirements imposed by Law, and (iv) activities necessary, convenient, or desirable for Lake Management, no deleterious chemicals, organisms, or other substances may be drained or otherwise discharged into Lake St. George; and all Riparian Owners at all times will take all measures reasonably required to prevent any such discharge.

Section 3. Structures. No structure of any nature may be constructed, installed, or permitted to remain in or over Lake St. George except (i) such docks and piers as may from time to time be permitted by Law; or (ii) such structures as are necessary or desirable for Lake Management; or (iii) such structures as may from time to time be permitted by Law as appurtenances to or upon any Riparian Parcel owned by a Homeowners Association for the use of its members. The foregoing prohibition includes fencing or screening materials other than natural or ornamental vegetation.

Section 4. Entitled Users. Use of Lake St. George for any purpose or activity other than Lake Management is restricted to all Riparian Owners, the resident members of their respective families or households, their respective tenants, the resident household or family members of such tenants, and the social invitees of any of the foregoing; provided, however, if a Homeowners Association is a Riparian Owner, then all persons who are members in good standing of such Homeowners Association are entitled to use Lake St. George for any activity not prohibited by this Article, or by such association's rules and regulations, together with the resident members of their respective families or households, their respective tenants, the resident family or household members of such tenants, and the social invitees of any of the foregoing. Without limitation, the use of Lake St. George is extended to all Tenants of any Riparian Owner who reside on such Owner's Riparian Parcel, the resident household or family members of such tenants, and their respective social invitees. The foregoing persons are collectively called "Entitled Users" in this Declaration. In no event may the use of Lake St. George be extended to the General Public.

Section 5. Dedications. No Riparian Parcel may be used at any time hereafter so as to permit access by the general public to the waters of Lake St. George without the prior consent of all Riparian Owners; and no portion of any Riparian Parcel lying within ten feet of the water's edge of Lake St. George may be granted or dedicated for use as a public street, road, highway, right-of-way, park, or other facility that would permit such access without such consent. The

foregoing will not be interpreted, construed, applied, or enforced, however, to prohibit or in any manner restrict the granting or dedication of easements and rights-of-way for public utilities, drainage, conservation, and other activities by any public or private utility or any public authority that do not include a right of access to the waters of Lake St. George by the general public.

Section 6. Watercraft. Except as required for Lake Management, no motorized watercraft of any nature are permitted on, in, or over the waters of Lake St. George except those powered by electric motors.

Section 7. Nuisances. No use, activity, or condition is permitted in, on, or about the waters of Lake St. George or any Riparian Parcel that does, or may tend to, constitute a nuisance to any Riparian Owner; but the foregoing will not be applied to prohibit a Homeowner's Association from making any use not prohibited by Law of any Riparian Parcel owned by such Association for the common use and enjoyment of Entitled Users. No use, activity, or condition prohibited by Law is permitted in, on, or about the waters of Lake St. George or any Riparian Parcel.

Section 8. Owner's Use. Notwithstanding any provision of this Declaration to the contrary, nothing contained in this Part III will in any manner limit, restrict, or prohibit Owner from making any and all uses of Lake St. George that Owner made prior to recording this Declaration unless and until Owner becomes a Developer, it being the express intent of Owner and Levitt to permit Owner to continue to use Lake St. George and all Riparian Parcels owned by Owner to the same extent as existed prior to this Declaration until Development of Owner's Riparian Parcels is commenced. The foregoing does not, however, authorize any material expansion or alteration of the character or intensity of any such use.

#### PART IV: PROPERTY RIGHTS

Section 1. Reciprocal Easements. The waters and lake bottom of Lake St. George are hereby burdened with perpetual reciprocal easements of complete beneficial use and enjoyment by all Entitled Users for any purpose or use not prohibited by this Declaration or by Law. Such easements are for the mutual benefit of all Riparian Parcels, as they from time to time exist. No use or activity may be made of the waters or lake bottom of Lake St. George inconsistent with the easements hereby established; but nothing in this Section will prohibit the subdivision of the benefit of such easement with respect to any Riparian Parcel among any number of otherwise Entitled Users.

Section 2. Meander Lines. Unless expressly provided otherwise, the use of a meander line for any Riparian Parcel on any recorded subdivision, cooperative, or condominium plat, or other recorded instrument of conveyance, will not by itself establish a nonriparian boundary for such parcel.

Section 3. Management Easement. Owner and Levitt declare that the bottom and waters of Lake St. George at all times hereafter will be held, sold, and conveyed subject to a perpetual, non-exclusive easement for the purpose of performing all activities, maintaining all structures, and doing all other things that are reasonably necessary for the purpose of performing

Lake Management. This easement is for the benefit of the Association, its agents, contractors, and employees, and all other persons from time to time authorized to perform Lake Management. Such persons also will have a reasonable right of entry onto the upland portion of each Riparian Parcel lying within five feet of the Lake Boundary for the purpose of performing Lake Management activities; but such right of entry must be exercised so as to cause no damage to any Riparian Parcel.

#### PART V: GENERAL PROVISIONS

Section 1. Effect. From and after the date this Declaration is recorded, its provisions will constitute permanent servitudes upon the Riparian Lands, and will bind Owner, Levitt, and all other persons claiming any right, title, and interest in and to any portion of the Riparian Lands by, through, or under Owner or Levitt. The benefit of the provisions of this Declaration will inure to Owner, Levitt, the Association, and all Riparian Owners; provided, however, this Declaration will terminate as to Owner (but not as to any of Owner's successors in interest with respect to any Riparian Parcel) from and after the time Owner is no longer a Riparian Owner, and Owner thereafter will have no further rights and obligations under this Declaration. Levitt (but not Levitt's successors in interest with respect to any Riparian Parcel) also will be relieved of all further liability, if any, under this Declaration from and after the time Levitt is no longer a Riparian Owner; but Levitt will be entitled to enforce the benefit of the provisions of this Declaration in its own right so long as Levitt is a member of the Association. Enforcement may be by injunction, action for damages, or other appropriate form of relief. If any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration, then that person also may recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any.

Section 2. Duration and Amendment. The provisions of this Declaration will take effect when it is recorded and will continue until June 30, 2018, whereupon its operation automatically will be extended for successive renewal periods of 10 years each, unless seventy-five percent (75%) in interest of the then Riparian Owners, determined on a front foot basis along the Lake Boundary, during the six months immediately preceding any renewal date agree by a recorded instrument to cancel, rescind, or modify its provisions, in whole or in part. Before June 30, 2018, this Declaration may be canceled, rescinded, terminated, modified, or amended only by a recorded instrument executed by ninety percent (90%) in interest, as determined on a front foot basis along the Lake Boundary, of the then Riparian Owners. Levitt or Owner, or both, also must join in the execution of such instrument if Levitt or Owner, as the case may be, is then a Riparian Owner. All Homeowners Associations, as defined above, that are then a Riparian Owner, if any, also must join in the execution of such instrument.

Section 3. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provisions, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Owner's and Levitt's intent of providing a comprehensive plan for the use, Development, sale, and beneficial enjoyment of the Riparian Lands.

IN WITNESS WHEREOF, Owner and Levitt have executed this Declaration the date stated above.

SIGNATURES WITNESSED BY:

WOODMERE JACKSONVILLE, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
President

As to Both

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
Secretary

SIGNATURES WITNESSED BY:

LEVITT LAND INCORPORATED

\_\_\_\_\_

By: \_\_\_\_\_  
President

As to Both

(CORPORATE SEAL)

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26 day of July, 1978, by Jack T. O'Brien and John J. Hines, the Vice President and Asst. Secretary of WOODMERE JACKSONVILLE, INC., a Florida corporation, on behalf of the corporation.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(Affix Notarial Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26 day of July, 1978, by Jack Krinsky and Rand M. Aying, the Vice President and Asst. Secretary of LEVITT LAND INCORPORATED, a Delaware corporation, on behalf of the corporation.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
(Affix Notarial Seal)

**MASTER DECLARATION OF RESTRICTIONS:**

**LAKE ST. GEORGE COMMUNITY**

**PREPARED BY:**

**JOSEPH CASTELLO**  
Attorney at Law  
Post Office Box 1102  
Tampa, Florida 33601

**DEVELOPED BY:**

**LEVITT LAND INCORPORATED**  
Lake St. George Drive  
Palm Harbor, Florida 33563



MASTER DECLARATION OF RESTRICTIONS:  
LAKE ST. GEORGE COMMUNITY

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MASTER DECLARATION OF RESTRICTIONS:

LAKE ST. GEORGE COMMUNITY

THIS DOCUMENT is the "MASTER DECLARATION OF RESTRICTIONS: LAKE ST. GEORGE COMMUNITY" made this 25 day of April, 1979, by WOODMERE JACKSONVILLE, INC., a Florida corporation ("Owner"), joined by LEVITT LAND INCORPORATED, a Delaware corporation ("Levitt"), and WITNESS:

ARTICLE I: BACKGROUND AND PURPOSE

Section 1. Background. Owner and Levitt own the lands in Pinellas County, Florida, described as Exhibit "A" attached (the "Properties"). A Master Plan has been formulated for the Development of the Properties, and certain adjoining lands, for the purpose of providing a comprehensive plan for the use, Development, sale, and enjoyment of the Properties and such adjoining lands. Owner and Levitt have implemented this Master Plan in part by recording the "Declaration of Restrictions: Lake St. George" (the "Lake Declaration"). As more fully set forth in the Lake Declaration, Owner contemplates that a portion of the Riparian Lands affected by the Lake Declaration will be developed by Levitt and that a Homeowners Association will be formed in connection with such development.

Section 2. Purpose. Owner now contemplates that the Properties will be developed by Levitt; and Owner accordingly has conveyed title to a portion of the Properties to Levitt. To further implement the Master Plan with respect to the Properties, thereby enhancing the value, desirability, and marketability of the Properties as a residential community, Levitt has caused, or will cause the "LSG Community Association, Inc." to be organized as a nonprofit corporation under the laws of the State of Florida. Owner and Levitt now desire to give such Association jurisdiction over the Properties in the manner provided in this Master Declaration.

ARTICLE II: DEFINITIONS AND CONSTRUCTION

Section 1. Lake Declaration Terms. All terms defined in Part I of the Lake Declaration have the same meaning wherever used in this Master Declaration, unless expressly provided otherwise in Section 2 of this Article.

Section 2. Definitions. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Master Declaration:

(a) "Board" or "Board of Directors" means the Association's Board of Directors.

(b) "Builder" means any person who acquires an interest in the Properties from Levitt for the purpose of completing the Work but who is not designated a "Developer" by Levitt in a Recorded instrument.

(c) "Common Area" means all real property from time to time owned by the Association for the common use and enjoyment of all Homeowners.

(d) "Developer" means Levitt and such of its assigns as (i) acquire an interest in the Properties for the purpose of completing the work; and (ii) are designated as such by Levitt in a recorded instrument.

(e) "FHA" means the Federal Housing Administration of the Department of Housing and Urban Development of the United States of America, and its successors.

(f) "Homeowner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Homeowners, jointly and severally. Any Developer or Builder is a "Homeowner" to the extent of each Lot from time to time owned by such Developer or Builder.

(g) "Law" includes any statute, ordinance, rule, regulation, order, or permit requirement from time to time applicable to the Properties or to any activities on or about the Properties, and validly enacted, promulgated, or adopted by (i) the United States of America, or any of its agencies, officers, or instrumentalities; or (ii) the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions; or (iii) any officer, agency, or instrumentality of any such municipality or political subdivision. Where the context may admit, such term also includes the general principles of decisional law.

(h) "Levitt" means Levitt Land Incorporated, a Delaware corporation, and its successors by merger, consolidation, or other corporate reorganization.

(i) "Limited Common Area" means all real property from time to time owned by the Association for the common use and enjoyment of certain designated Homeowners only, as set forth in any Supplemental Declaration.

(j) "Lot" means (i) any residential subdivision lot established by a Recorded plat of any portion of the Properties, or (ii) any residential "Condominium Parcel" created in any portion of the Properties, as such term is from time to time defined in Florida's Condominium Act, or (iii) any residential "Cooperative Parcel" created in any portion of the Properties, as such term from time to time is defined in Florida's Cooperative Act.

(k) "Master Plan" means the plan of Development for the Properties from time to time filed with Pinellas County.

(l) "Mortgage" means any mortgage, deed of trust, or other consensual instrument transferring any interest in a Lot, or creating a lien upon a Lot, in either case as security for the performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means a valid mortgage having priority over all other mortgages on the same property.

(m) "Phase" means any portion of the Properties subject to the provisions of a particular Supplemental Declaration.

(n) "Properties" means the lands described on Exhibit "A" attached, or such portions as to which the provisions of this master Declaration from time to time are extended as provided in Article VII below, as the context may admit or require.

(o) "Supplemental Declaration" means any Declaration of Restrictions hereafter recorded for the purpose of extending the provisions of this Master Declaration to all or any portion of the Properties.

(p) "VA" means the Veterans Administration of the United State of America, and its successors.

(q) "The Work" means the Development of all or any portion of the Properties as a residential community by the construction and installation of streets, buildings, and other improvements and the sale or other disposition of any portion of the Properties as completed Lots.

Section 3. Documentation. The legal documentation for the Lake St. George Community consists of the Lake Declaration, this Master Declaration, all Supplemental Declarations, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows wherever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments, and other instruments relating to all or any portion of the Properties:

(a) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(b) "By-Laws" means the By-Laws of the Association, and its successors, as from time to time amended.

(c) "Declarations" mean this Master Declaration and all applicable provisions of the Lake Declaration and any and all Supplemental Declarations, as from time to time amended.

(d) "Lake Declaration" means the "Declaration of Restrictions: Lake St. George" dated July 26, 1978, made by Owner and Levitt and Recorded at Official Records Book 4839, Page 2138, as from time to time amended.

Section 4. Interpretation. The rules of interpretation set forth in Part I, Section 19, of the Lake Declaration apply to the interpretation, construction, application, and enforcement of this Master Declaration. The use of the terms "Common Area," "Limited Common Area," "Lot," and "Properties" includes any portion applicable to the context, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all easements and other appurtenant rights, if any. By making and recording this Master Declaration, Owner and Levitt intend its provisions to be consistent with those of the Lake Declaration and to be interpreted, construed, applied, and enforced with those of the Lake Declaration to avoid inconsistencies or conflicting results. If such conflict necessarily results,

however, Owner and Levitt intend the provisions of the Lake Declaration to control anything to the contrary in this Master Declaration.

### ARTICLE III: PROPERTY RIGHTS

Section 1. Easements of Enjoyment. Every Homeowner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Homeowner for any period during which any assessment against such Homeowner's Lot remains unpaid; (ii) to suspend such Homeowner's right to use any recreational facility owned or controlled by the Association for the same period; and (iii) to suspend any Homeowner's right to the use of any such recreational facility for a period not to exceed 60 days for any infraction of the Association's rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. However, any such dedication or transfer must be approved by at least two-thirds (2/3) of each class of members.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Common Area.

Subject to all of the foregoing, any Homeowner also may be granted a right and non-exclusive easement of enjoyment in and to any Limited Common Area by any Supplemental Declaration; and such right and easement of enjoyment also is appurtenant to, and will pass with, the title to each such Homeowner's Lot.

Section 2. Delegation of Use. Any Homeowner may delegate his right of enjoyment and other rights in the Common Area, and in any Limited Common Areas, to such of the following as actually reside upon such Homeowner's Lot: (i) all family or household members of such Homeowner; and (ii) such Homeowner's tenants or contract purchasers; and (iii) all family or household members of such tenants or purchasers. Any delegation to invitees of any of the foregoing is subject to the Association's rules and regulations.

Section 3. Rights of Use. The Association also may assign to any Lot or Lots an exclusive right of use for any postal, refuse storage and collection, or other facilities from time to time maintained by the Association upon the Common Area, or any Limited Common Area, for the use of any or all Homeowners severally. If any such facility is not available for use by all Homeowners, then all costs of its installation, maintenance, repair, servicing, and replacement must be assessed against only the Lots granted such exclusive right of use, as provided in Article VI, Section 6, of this Master Declaration.

Section 4. All Rights and Easements Appurtenances. The benefit of all rights and easements granted by this Article, or by any Supplemental Declaration, constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. The benefit of such rights and easements over, across, and through the Common Area may be subdivided among not more than 1,500 Lots. Whenever any such right or easement is described as nonexclusive by this Article, or by any Supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Supplemental Declaration, unless this Article, or such Supplemental Declaration, expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.

Section 5. Utility Easements. The Common Area and Limited Common Areas, if any, are dedicated for use by all utilities for the construction and maintenance of their respective facilities servicing the Properties; and Owner and Developer grant to such utilities, jointly and severally, easements for such purpose. However, no portion of the Common Area or any Limited Common Area occupied by any permanent structure installed by Developer as part of the Work is included within any easement area. After conveyance of the Common Area or any Limited Common Area to the Association, additional easements may be granted by the Association for utility purposes only as provided in Section 1(c) of this Article.

Section 6. Antennas. Unless expressly permitted by any applicable Supplemental Declaration, no television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained on the exterior of any Lot in such a manner as to be visible from any adjoining Lot, street right-of-way, Common Area, or Limited Common Area if: (i) reasonably adequate interior antennas are provided for such Lot by Developer as part of the Work; or (ii) a master television and radio antenna system or cable system is available to such Lot.

Section 7. Use of Lots. Each Lot must be improved and used for single family residential purposes only, and no trade, business, or profession of any kind may be conducted in, on, or from any Lot unless it: (i) is confined exclusively to the interior of the improvements on such Lot; (ii) does not require the use of hazardous, dangerous, or objectionable substances, machinery, or equipment; (iii) does not result in any material vehicular congestion of the Properties; (iv) does not cause any vibration, noise, or other emissions objectionable to any Homeowner; and (v) is permitted by, and is conducted in compliance with all requirements of, Law. The Association from time to time may adopt reasonable rules and regulations governing or prohibiting the conduct of any trade, business, or profession permitted under this Section.

Section 8. Animals and Rubbish. No animals, livestock, or poultry may be raised, bred, or kept anywhere within the Properties, except that dogs, cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association, provided such animals are not kept, bred, or maintained for any commercial purpose. The Association may designate a portion of the Common Area or any Limited Common Area for stabling horses or kennelling or otherwise quartering other animals owned by Homeowners, subject to such rules and regulations as the Association deems advisable. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations may be kept, stored, or permitted anywhere within the Properties, except inside the improvements on



each Lot, or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.

Section 9. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations, and except for the uses and activities permitted by Section 14 below:

(a) Obstructions. There will be no obstruction of the Common Area, or any Limited Common Area, nor will anything be kept or stored on the Common Area, or any Limited Common Area.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area, or any Limited Common Area.

(c) Activities. No activity is permitted in or upon the Common Area, or any Limited Common Area, except those activities for which the Common Area or any such Limited Common Area is suitably improved by Developer as part of the Work; and all such permitted activities are subject to the Association's Rules and Regulations.

(d) Signs. No sign of any kind will be displayed to the public view within the Properties except customary residential name and address signs, and a lawn sign of not more than five square feet in size advertising a Lot for sale or rent. All signs permitted by this subsection are subject to the Association's rules and regulations. Notwithstanding anything to the contrary contained herein, Levitt shall be entitled to construct entrance signs designating The Cottages at Lake St. George upon Lot 71, Block E, Lake St. George – Unit V-A, according to the plat thereof recorded in Plat Book 84, pages 87 and 88, Public Records of Pinellas County, Florida and Lot 12, Block J, Lake St. George – Unit VII, according to the plat thereof recorded in Plat Book 85, pages 28 and 29, Public Records of Pinellas County, Florida.

(e) Waterbodies. No swimming, bathing, fishing, canoeing, boating, or other recreational activity of any nature is permitted in, about, or upon any stream, pond, lake, or other waterbody situated in whole or in part upon, or adjoining, the Common Area, or any Limited Common Area, unless and until permitted by the Association's rules and regulations and then only in compliance with such rules and regulations as the Association deems appropriate. Without limitation, the Board of Directors from time to time may permit, prohibit, or regulate any and all uses and activities in, upon, and about any such waterbody.

Section 10. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or emitted, anywhere within the Properties in violation of Law. No noxious, destructive, or offensive activity is permitted anywhere within the Properties, nor may anything be done in the Properties that may constitute an annoyance or nuisance to any Homeowner or to any other person at any time lawfully residing within the Properties.

Section 11. Indemnity. Each Homeowner will defend, indemnify, and hold the Association and all other Homeowners harmless against all loss from any damage or waste caused by such Homeowner or by any family or household member residing on such

Homeowner's Lot. Notwithstanding the foregoing, or any other provision of this Master Declaration to the contrary, a Homeowner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any and all insurance maintained by such Homeowner for such purpose if, at the time of such act or omission, such Homeowner has insurance in force complying with such reasonable requirements as the Association from time to time may establish. Collectibility of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Homeowner because of any unintentional act or omission.

Section 12. Rules and Regulations. No Homeowner or other person residing within the Properties or invitee shall violate the Association's rules and regulations for the use of the Lots, the Common Area, and any Limited Common Areas; and all Homeowners and other persons residing within the Properties, and their invitees, at all times must do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Article, or of any Supplemental Declaration, prohibits any activity, condition, or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing unless and until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation will be deemed "promulgated" when posted conspicuously at such convenient location within the Properties as the Association from time to time may designate for such purpose.

Section 13. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Area, or any Limited Common Area, except as expressly enumerated in this Master Declaration, or any applicable Supplemental Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot may be construed as passing any such right, title, and interest except as expressly provided in this Master Declaration or applicable Supplemental Declaration. The conveyance to the Association of the Common Area or any Limited Common Area will vest in the Association the underlying fee simple title or right of reverter, as the case may be, to any street, utility easement, or other area dedicated to public use and situated upon, or abutting, the Common Area, or any Limited Common Area, notwithstanding the fact that any Lot also is shown or described as abutting the same. It is Owner's and Levitt's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area or any Limited Common Area will not pass to the Homeowner of such Lot any rights therein, except as expressly granted by this Master Declaration, or any applicable Supplemental Declaration, but that such monument will be and remain a part of the Common Area, or Limited Common Area, as the case may be, and all rights therein will inure to the benefit of the Association.

Section 14. The Work. Nothing contained in the Declarations, Articles, or By-Laws will be interpreted, construed, applied, or enforced so as to prevent any Developer, or Builder, or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Properties owned or controlled by any Developer or Builder whatever they individually or collectively determine to be reasonably necessary, desirable, or convenient to complete the Work, including:

- (a) Improvements. Installing, constructing, using, operating, replacing, and maintaining such lawful structures and other improvements as may be necessary,

convenient, or desirable for completing the Work, establishing the Properties as a residential community, and disposing of the same in parcels by sale, lease, or otherwise; or

(b) Development. Performing thereon all lawful activities that are necessary, convenient, or desirable for completing the Work, establishing the Properties as a residential community, and disposing of the Properties in parcels by sale, lease, or otherwise, including the installation, use, operation, maintenance, replacement, and removal of model homes, sales offices, and construction offices; or

(c) Signs. Maintaining such lawful signs and other displays, and conducting such promotional activities, as may be necessary, desirable, or convenient in connection with the sale, lease, or other transfer of the Properties in parcels.

As used in this Section, the term "its transferees" specifically does not include Homeowners other than a Developer or Builder. Temporary easements are reserved for the benefit of all Developers and Builders over, across, and through the Common Area, and all Limited Common Areas, for all uses and activities necessary, desirable, or convenient for completing the Work, such easements to be exercised so as not to cause any permanent, material damage to the Common Area, or any Limited Common area, nor any material damage to any improvements situate thereon. Each Developer or Builder promptly will repair any and all damage caused the Common Area, or any Limited Common Area, by the exercise of the foregoing easements. Such easements include the right to maintain reasonable signs and displays and to conduct sales and promotional activities that do not unreasonably interfere with the use of the Common Area and any Limited Common Area by Homeowners for their intended purposes. Such easements will continue so long as any Developer or Builder prosecutes the Work with due diligence and until all Developers and Builders no longer offer any Lot within the Properties for sale or lease in the ordinary course of any Developer's or Builder's business.

Section 15. Access by Certain Parties. The United States Postal Service, and its successors, and all other public and quasi-public agencies and utilities furnishing any service to the Association, or to any Lot within the Properties, are granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across, and through such portions of the Common Area, and any Limited Common Area, as are improved or adaptable to such use.

Section 16. Access by Association. The Association has a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration, the Lake Declaration, or any applicable Supplemental Declaration. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority conferred by Law. Such consent will not be unreasonably withheld or delayed. The Association's right of entry may be exercised by its agents, employees, and contractors.

## ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership Generally. No person except a Homeowner or a Developer, as such terms are defined in Article II of this Master Declaration, is entitled to membership in the Association; and all Homeowners and Developers, regardless of whether a Developer is also a Homeowner, must be either Class A or Class B members of the Association, as provided in this Article.

Section 2. Class A Membership. Until termination of Class B membership, as provided in Section 4 of this Article, every Homeowner who holds Record title to a Lot that is subject to assessment under Article VI, Section 9, of this Master Declaration, except a Developer, is a Class A member of the Association. Following such termination, each such Homeowner, including any and all Developers who are then Homeowners, is a Class A member. Each Class A membership is appurtenant to the Lot upon which it is based and is transferred automatically by a conveyance of Record title to such Lot. A Homeowner of more than one Lot is entitled to one Class A membership for each Lot to which such Homeowner holds Record title. No person other than a Homeowner may be a Class A member of the Association, and a Class A membership may not be transferred except by a transfer of Record title to the Lot upon which it is based; but the foregoing does not prohibit the assignment of Class A membership and voting rights by a Homeowner who is a contract seller to such Homeowner's vendee in possession.

Section 3. Class A Voting. Until termination of Class B membership, as provided in the following Section of this Article, each Homeowner, except a Developer, is entitled to cast one Class A vote for each Lot to which such Homeowner owns Record title. Following such termination, each Homeowner, including any and all Developers who are then Homeowners, is entitled to cast one vote for each Lot to which such Homeowner holds Record title. If more than one person holds the Record title to any Lot, all such persons are Class A members; but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves; but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4. Class B Membership. Every Developer is a Class B member of the Association. Class B membership is not appurtenant to ownership of Record title to a Lot. The Class B membership will terminate upon the happening of any of the following, whichever occurs first:

- (a) All Developers convey all of their respective right, title, and interest in and to the Properties for purposes other than completing the Work.
- (b) All Developers Record a disclaimer of their respective Class B memberships.
- (c) The Work is discontinued for a period of 18 consecutive months.

- (d) June 30, 1993.
- (e) The Class A membership of the Association totals 1,100.

Upon termination of Class B membership, all provisions of the Declarations, Articles, or By-Laws referring to Class B membership will be obsolete and without further force or effect, including any provision requiring voting, consent, or approval by classes of membership.

Section 5. Class B Voting. The Class B members, regardless of number and regardless of the number of Lots to which any or all of them hold Record title, if any, are entitled initially to cast 3,450 collective Class B votes, which figure will be reduced by three votes for each Lot to which Record title is conveyed by a Class B member to a Class A member. If there is more than one Class B member at any given time, the Class B votes will be exercised as the Class B members determine between or among themselves and designate to the secretary of the Association by an appropriate written instrument.

Section 6. Amplification. The provisions of this Declaration are amplified by the Association's Articles and By-Laws; but no such amplification will alter or amend substantially any of the rights or obligations of the Homeowners set forth in this Master Declaration, or any Supplemental Declaration. Owner and Levitt intend the provisions of this Master Declaration, and any applicable Supplemental Declaration, on the one hand, and the Articles and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results however, Owner and Levitt intend that the provisions of this Master Declaration, or any applicable Supplemental Declaration, control anything in the Articles or By-Laws to the contrary.

#### ARTICLE V: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Common Area and Limited Common Areas. Subject to the rights of Homeowners set forth in this Declaration, and any Supplemental Declaration, the Association has exclusive management and control of the Common Area and all Limited Common Areas, their improvements and vegetation, and all related furnishings, fixtures, equipment, and other personal property. The Association must keep the foregoing in good, clean, substantial, attractive, sanitary, and serviceable condition, order, and repair. The Association's duties with respect to the Common Area and all Limited Common Areas include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and personal property installed by Developer as part of the Work.

Section 2. Exterior Maintenance. If so provided in any Supplemental Declaration, the Association also will provide exterior maintenance upon each Lot that is subject to assessment for its costs by such Supplemental Declaration. The Association's duties of exterior maintenance must be uniform throughout each Phase of the Properties, subject only to such reasonable deviations as may be required by differences in design, size, construction, materials, and location; but the Association's duties of exterior maintenance otherwise may vary among different Phases of the Properties. Without limitation, the Association is not required to perform any exterior maintenance with respect to any Phase of the Properties consisting entirely of detached single family residences.

Section 3. Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Master Declaration, any Supplemental Declaration, or its Articles, By-Laws, rules, and regulations. The Association may contract with others to furnish trash collection, lawn care, and any other services or materials, or both, to all Lots or to any group of Lots; provided, however, if such services or materials, or both, are furnished to less than all Lots, then: (i) only those Lots enjoying the benefit of such services will be assessed for their cost, as provided in Article VI, Section 6 of this Master Declaration; and (ii) provided further, each such Homeowner's prior consent is required.

Section 4. Personal Property. The Association may acquire, hold, and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Articles or By-Laws.

Section 5. Rules and Regulations. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any Limited Common Areas, or any combination, which rules and regulations must be consistent with the rights and duties established by this Master Declaration, the Lake Declaration, and any applicable Supplemental Declaration. The validity of the Association's rules and regulations, and their enforcement, will be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Properties as a residential community. All rules and regulations will be promulgated by the Board of Directors, subject to amendment or rescission by a majority of both classes of membership who are present and voting at any regular or special meeting convened for such purpose. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Homeowner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Homeowner's choosing.

Section 6. Implied Rights. The Association may exercise any other right, power, or privilege given to it expressly by this Master Declaration, the Lake Declaration, any Supplemental Declaration, its Articles or By-Laws, and every other right, power, or privilege reasonably to be implied from the existence of any right, power, or privilege so granted or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

Section 7. Restriction on Capital Improvements. All capital improvements to the Common Area, or any Limited Common Area, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the Common Area, or any Limited Common Area, must be approved by two-thirds (2/3) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, pursuant to Article VIII, Section 3, of this Master Declaration, and, with respect to any Limited Common Area, must be so approved by two-thirds (2/3) of each class of the Homeowners enjoying the beneficial use of such Limited Common Area, except that only such Homeowners will be counted in determining the quorum requirement for such approval.

Section 8. Lake Management. The Association is required and authorized to perform all Lake Management of Lake St. George, as defined in the Lake Declaration, and has all rights, powers, and privileges necessary, convenient, or desirable to perform such Lake Management and to enforce reimbursement of its costs from any person legally obligated for all or any portion thereof, whether by Law, private contract, or whatever.

#### ARTICLE VI: COVENANT FOR ASSESSMENTS

Section 1. Assessments Established. For each Lot owned within the Properties, Owner and Levitt covenant, and each Homeowner of any Lot by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant, to pay to the Association:

- (a) An annual general assessment, as defined in Section 2 of this Article; and
- (b) Special Common Area assessments, as defined in Section 5 of this Article;  
and
- (c) Special assessments for property taxes levied and assessed against the Common Area, as defined in Section 4 of this Article; and
- (d) Specific assessments against any particular Lot that are established pursuant to any provision of this Declaration, or applicable Supplemental Declaration, as provided in Section 6 of this Article; and
- (e) All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

For each Lot owned within the Properties that enjoys the benefit of exterior maintenance by the Association, as may be established by any Supplemental Declaration, Owner and Levitt covenant, and each Homeowner of any such Lot by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant, to pay to the Association, in addition to the foregoing, an annual maintenance assessment as defined in Section 2 of this Article. For any Lot owned within the Properties that enjoys the beneficial use of any Limited Common Area under the provisions of any Supplemental Declaration, Owner and Levitt covenant, and each Homeowner of any such Lot by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant, to pay to the Association, in addition to the foregoing:

- (f) An annual Limited Common Area assessment, as defined in Section 2 of this Article; and
- (g) Special Limited Common Area assessments, as defined in Section 5 of this Article; and
- (h) Special Assessments for property taxes levied and assessed against such Limited Common Area, as defined in Section 4 of this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made as provided in Section 10 of this Article. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who was the Homeowner of such Lot when such assessment fell due. However, such personal obligation for delinquent assessments will not pass to a Homeowner's successors in title unless assumed expressly in writing.

Section 2. Purpose of Assessments. The assessments levied by the Association must be used exclusively to promote the recreation, safety, and welfare of the residents within the Properties and for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the Common Area, all Limited Common Areas, and the exteriors of those Lots within the Properties that the Association is required to maintain under the provisions of any Supplemental Declaration. To effectuate the foregoing, the Association may levy the following annual assessments, which together comprise the "Annual Assessment" as such term is used in this Declaration:

(a) General Assessment. An annual general assessment to provide and be used for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of the property, services, and facilities related to the use and enjoyment of the Common Area, including the payment of taxes and insurance on the Common Area and the cost of labor, equipment, materials, management, and supervision, and all other general activities and expenses of the Association except: (i) exterior maintenance upon any Lot; and (ii) the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of all Limited Common Areas. The annual general assessment includes the costs of all Lake Management from time to time performed by the Association.

(b) Maintenance Assessment. One or more annual maintenance assessments to provide and be used for the maintenance, repair, servicing, renewal, or replacement, as the case may be, of the exterior of each Lot, if any, that the Association is required to maintain, repair, service, renew, or replace under the provisions of any Supplemental Declaration.

(c) Limited Common Area Assessment. One or more annual Limited Common Area assessments to provide and be used for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of each Limited Common Area, if any.

No Lot will be subject to any annual maintenance or annual Limited Common Area assessment unless such Lot, under the provisions of a Recorded Supplemental Declaration, enjoys the benefit of exterior maintenance by the Association or the use of a Limited Common Area, as the case may be.

Section 3. Maximum Annual Assessment. The maximum annual general assessment will be established by Levitt in the Supplemental Declaration Recorded with respect to the first Phase of the Properties and will remain in effect until the close of the Association's fiscal year



during which the first conveyance of Record title occurs from a Class B member to a Class A member of any Lot within such Phase. If any of the Lots within any Phase of the Properties enjoys the benefit of exterior maintenance by the Association or the use of a Limited Common Area, or both, the maximum annual maintenance assessment or Limited Common Area assessment, or both, as the case may be, for all Lots within such Phase enjoying such benefit also will be established by the Supplemental Declaration applicable to such Phase and will remain in effect until the close of the Association's fiscal year during which the first conveyance of Record title occurs from a Class B to a Class A member of any Lot within such Phase. Once so established, such assessments may be increased annually as follows:

(a) Costs of Living Increase. To reflect the increase, if any, in the Consumer Price Index For All Items published by the Bureau of Labor Statistics of the United States Department of Labor or, if publication of such index is discontinued, the most nearly comparable successor index. The maximum permitted assessment for any given assessment period is determined by multiplying the applicable assessment then in effect by the average Consumer Price Index for the most recent six month period available and dividing the product by such index for the same period during the immediately preceding calendar year. No decrease in any assessment is required because of any decrease in the Consumer Price index.

(b) Extraordinary Increase. By more than the increase in the Consumer Price Index, as provided in the preceding subsection, by vote of two-thirds (2/3) of each class of members present and voting in person or by proxy at a meeting duly convened for such purpose pursuant to Article VIII, Section 3, of this Master Declaration, if the increase is to the annual general assessment; or by two-thirds (2/3) of each class of the affected Homeowners, if such increase is in the annual maintenance assessment or annual Limited Common Area assessment, or both.

The amount of the Annual Assessment, as determined in accordance with the foregoing, must be fixed by the Board of Directors at least 30 days in advance of each annual assessment period, which must coincide with the Association's fiscal year. Written notice should be given to every Homeowner; but the failure to give or receive such notice, or both, does not invalidate any otherwise valid assessment. In the absence of valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect automatically will continue for the ensuing fiscal year. The Annual Assessment may be payable in such installments, with or without interest, as the Board determines; but, if payable in installments, it must be prepayable in whole at any time or times during the applicable assessment period without penalty and with interest, if any, through date of payment only.

Section 4. Property Taxes. Because the interest of each Homeowner in the Common Area, and of any Homeowner in any Limited Common Area, is an interest in real property appurtenant to each Lot, and because no person other than a Homeowner has the right to the beneficial use and enjoyment of the Common Area, or any Limited Common Area, Owner and Levitt intend that the value of the interest of each Homeowner in the Common Area, and of those Homeowners in any Limited Common Area entitled to its use, be included in the assessment of each such Lot for local property tax purposes. Owner and Levitt further intend that any assessment for such purpose against the Common Area or any Limited Common Area be for a nominal amount only, reflecting that the full value is included in the several assessments of the

various Lots. If the local taxing authorities refuse to so assess the Common Area, or any Limited Common Areas, or both, with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area and all Limited Common Areas, if any, in excess of \$1,000.00, then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess attributable to the Common Area will be divided by the number of lots within the Properties, and the quotient will be the amount of such special assessment against each Lot. The amount of such excess attributable to any Limited Common Area will be divided by the number of Lots enjoying its beneficial use, and the quotient will be the amount of such special assessment against each such Lot. In the Board's discretion, such special assessment may be payable in a lump sum within 30 days after notice or may be amortized with or without interest over such number of months as the Board determines. Each year the Board will determine whether such assessment will be levied, and its amount, within 45 days after receiving notice of the amount of taxes due. Such special assessment is not an increase in the Annual Assessment subject to the limitations of the preceding section of this Article.

Section 5. Special Assessments for Capital Improvements. In addition to the Annual Assessment, the Association may levy in any fiscal year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Area, or any Limited Common Area, including related fixtures and personal property, provided that any such assessment (i) with respect to the Common Area is approved by two-thirds (2/3) of each class of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, pursuant to Article VIII, Section 3, of this Master Declaration, and, (ii) with respect to any Limited Common Area, is so approved by two-thirds (2/3) of each class of the Homeowners enjoying the beneficial use of such Limited Common Area, except that only such Homeowners will be counted in determining the quorum requirement for such approval.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Homeowner to the Association arising under any provision of this Master Declaration, or any applicable Supplemental Declaration, including any indemnity, or by contract express or implied, or because of any act or omission of any Homeowner or of any Homeowner's family or household members, also may be assessed by the Association against such Homeowner's Lot after such Homeowner fails to pay it when due and such default continues for 30 days after written demand.

Section 7. Uniformity of Assessments. The annual general assessment and any special Common Area assessment must be uniform throughout the Properties. Each annual Limited Common Area assessment, and any special Limited Common Area assessment, must be uniform among the Lots enjoying the beneficial use of such Limited Common Area. Each annual exterior maintenance assessment must be uniform throughout each Phase of the Properties enjoying its benefit but may vary from Phase to Phase within the Properties to reflect actual or projected variance in maintenance costs among Phases because of significant differences in the extent of maintenance provided or in design, construction, or materials, in any event providing a reasonable basis for actual or projected maintenance or replacement costs. All monies received from any annual maintenance assessment, annual Limited Common Area assessment, or special Limited Common Area assessment must be allocated by the Board of Directors to separate budgetary accounts and may not be used for other purposes without the

approval of two-thirds (2/3) of each class of the Homeowners enjoying their benefit who are present in person or by proxy and voting at a meeting duly convened for such purpose, pursuant to Article VIII, Section 3, of this Master Declaration, except that only such Homeowners will be counted in determining the quorum requirement for such approval.

Section 8. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Master Declaration, or of the Association's Articles or By-Laws, to the contrary, the Annual Assessment against any Lot in which any Class B member owns any interest and is offered for sale by such member, for so long as there is Class B membership in the Association, may be fixed by the Board of Directors annually in an amount not less than 25%, nor more than 100%, of the amount of the applicable Annual Assessment then in effect against Lots similarly situated and owned by the Class A members of the Association. Upon termination of the Class B membership in the Association, the Annual Assessment against any Lot in which any Developer owns any interest and is offered for sale will be 25% of the applicable amount established against similarly situated Lots owned by the Class A members of the Association, other than any Developer. Upon transfer of title of a Developer-owned Lot to a Homeowner other than a Developer, such Lot will be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which any Developer derives any rental income, or holds an interest as a contract seller, must be assessed at the same amount from time to time established for similar Lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the tenant's or contract purchaser's entry into possession, as the case may be.

Section 9. Commencement of Annual Assessment. The Annual Assessment commences as to all Lots within each Phase of the Properties on the first day of the month following the recording of the first transfer of title by a Developer of any Lot in that Phase to a Homeowner other than a Developer. The first Annual Assessment against any Lot will be prorated according to the number of months then remaining in the Association's fiscal year. Regardless of when the Annual Assessment commences as to any Lot, such Lot will be deemed "subject to assessment" within the provisions of this Master Declaration, any Supplemental Declaration, and the Association's Articles and By-Laws, from and after the date the Supplemental Declaration applicable to such Lot is Recorded. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether the Annual Assessment against a specific Lot has been paid and, if not, its unpaid balance.

Section 10. Lien for Assessment. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is Recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The Recordation of this Master Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, except a First Mortgagee, of the existence of the Association's lien, and its priority, and will place upon them the duty to inquire of the

Association as to the status of assessments against any Lot subject to assessment. The Association from time to time may Record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the Recording of, nor failure to Record, any such Notice of Lien will affect the existence or priority of the Association's lien.

Section 11. Remedies of the Association. Any assessment not paid within 30 days after its due date bears interest at such lawful rate as the Board from time to time determines with reference to residential first mortgage rates then prevailing among savings and loan institutions in Pinellas County. The Association may bring an action at law against the Homeowner personally obligated to pay such assessment, or foreclose its lien against such Homeowner's Lot. No Homeowner may waive or otherwise escape liability for the Association's assessments by non-use of the Common Area, or any Limited Common Area, or by abandonment of such Homeowner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which Mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Homeowner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Homeowner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which assessments also are secured by the lien foreclosed and accounted on a prorata basis and paid as of the date the Homeowner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Homeowner for such deficiency.

Section 13. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the valid foreclosure of any First Mortgage, or any valid voluntary conveyance or other proceeding in lieu of such foreclosure, extinguishes the assessment lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Association's right to collect such delinquent amounts by suit against any Homeowner personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from their lien. The Association will report to any encumbrancer of a Lot any assessments remaining unpaid for more than 30 days and will give such encumbrancer 30 days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided such encumbrancer first has furnished the Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices will be given. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Section 14. Homesteads. By acceptance of a deed to any Lot, each Homeowner is deemed to acknowledge conclusively and consent that all assessments established pursuant to this Article are for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 15. Exempt Property. Notwithstanding any provision of this Article to the contrary, any Lots from time to time owned by the Association, whether acquired by foreclosure of the Association's lien or otherwise, will be exempt from the assessments established by this Article for the period of such ownership.

#### ARTICLE VII: OPERATION AND EXTENSION

Section 1. Operation. The provisions of this Master Declaration are not self-executing and are of no legal force and effect unless and until they are from time to time extended to all or any portion of the Properties by: (i) Recording a Supplemental Declaration; or (ii) Recording an Amendment to an existing Supplemental Declaration. Upon the occurrence of either of the foregoing, the provisions of this Master Declaration automatically will be extended to the portion of the Properties described in the Supplemental Declaration, or the Amendment, as the case may be; and the provisions of this Master Declaration then will run with such lands and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns. Until one of the foregoing occurs, however, neither this Master Declaration, nor any of its provisions, constitute an encumbrance, cloud, doubt, or suspicion upon the title to all or any portion of the Properties. Without limitation of the foregoing, if the provisions of this Master Declaration have not been so extended to all of the Properties on or before June 30, 1993, then this Master Declaration will be null, void, and without further legal effect with respect to any portion as to which it has not been extended.

Section 2. Procedure for Extension. So long as Levitt, or any successor of Levitt under Section 5 of this Article, is a Class B member of the Association, all or any portion of the Properties initially will be made subject to the provisions of this Master Declaration by Levitt's from time to time Recording one or more Supplemental Declarations on or before June 30, 1993, without the consent of the Association's Class A members, provided that (i) each such extension is consistent with the Master Plan for the Properties; and (ii) Levitt, or its successor in interest, then holds the fee simple title to all of the lands included within each such extension or that any Homeowner holding fee simple title to any lot included within each such extension join in on and consent to any such Supplemental Declaration. Each such Supplemental Declaration must: (i) identify any Common Areas included within the Phase of the Properties to which it applies; (ii) to be performed by the Association upon the Lots encompassed thereby; (iii) identify any Lots thereby granted the beneficial use of any Limited Common Areas; (iv) establish the maximum Annual Assessment for that Phase, as provided in Article VI, Section 3, of this Master Declaration; and (v) contain such additional, complimentary, or supplementary easements, restrictions, conditions, and covenants applicable to the lands encompassed thereby as are not inconsistent with the provisions of this Master Declaration, or the Lake Declaration. The Recordation of such Supplemental Declaration automatically will extend the benefit and burdens of the provisions of this Master Declaration to the portion of the Properties described therein. Upon Recordation of any Supplemental Declaration, its provisions thereafter may be further extended to all or any portion of the remainder of the Properties by Levitt's Recording

amendments thereto on or before June 30, 1993, without the consent of the Class A members, so long as (i) such extension is consistent with the Master Plan for the Properties; and (ii) Levitt, or its successor in interest, then holds the fee simple title to all of the Lands included in each such extension. Upon Recordation of such amendment, the provisions of this Master Declaration, and the Supplemental Declaration so amended, will bind, and their benefits inure to, the lands described in such amendment.

Section 3. Association Approval. If, on or before June 30, 1993, Levitt's detailed plan for the portion of the Properties to which Levitt intends to extend the provisions of this Master Declaration is materially inconsistent with the Master Plan for the Properties, the extension of the provisions of this Master Declaration, whether by Supplemental Declaration or by amendment to an existing Supplemental Declaration, must be approved by two-thirds (2/3) of the Class A members of the Association present in person or by proxy and voting at a meeting duly convened for such purpose pursuant to Article VIII, Section 3, of this Master Declaration. The provisions of this Section also will apply to any extension occurring after June 30, 1993.

Section 4. Other Extensions. The extension of the provisions of this Master Declaration to any lands other than the Properties, or any extension to any portion of the Properties by anyone other than Levitt, or any Developer to whom Levitt has assigned its rights under this Article, require the Association's approval; and the procedure set forth in the preceding Section of this Article applies to such extensions. Such extension will become effective upon recording an amendment to this Master Declaration, executed by the Association and the owners of all interests in the lands to which the provisions of this Master Declaration are extended.

Section 5. Levitt's Rights. No extension of this Master Declaration to any portion of the Properties from time to time owned by Levitt requires Owner's consent or joinder; and Levitt by a Recorded instrument from time to time may assign its rights under this Article to any other Developer with respect to any portion of the Properties then owned by Levitt or such Developer. Except for any extension pursuant to such assignment, Levitt's consent and joinder is required for any extension of this Master Declaration so long as Levitt is a Class B member of the Association.

#### ARTICLE VIII: GENERAL PROVISIONS

Section 1. Enforcement. Unless expressly provided otherwise, the Association, or any Homeowner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Master Declaration, or any Supplemental Declaration, or both. If any person entitled to enforce any of the provisions of this Master Declaration, or any Supplemental Declaration, is the prevailing party in any litigation involving this Master Declaration, or any Supplemental Declaration, or any rule or regulation, such party may recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any, except that such attorney's fees may not be recovered against the Association, unless otherwise provided by Law. If the Association is such a prevailing party against any Homeowner, such costs and expenses, including reasonable attorneys' fees, may be assessed against such Homeowner's Lot, as provided in Article VI, Section 6. If any Homeowner or class of Homeowners is such a prevailing party, then such

Homeowner or Homeowners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorneys' fees, in the discretion of the Board of Directors. Failure by the Association or by any Homeowner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 2. Amendment. Except as expressly provided otherwise in Article VII, this Master Declaration may be amended, rescinded, or terminated: (i) on or before December 31, 2017, by an instrument executed by the Association with the formalities from time to time required of a deed and signed by not less than ninety percent (90%) of all Homeowners; and, (ii) thereafter by an instrument so executed by the Association and signed by not less than seventy-five percent (75%) of all Homeowners. No amendment is effective until Recorded; and the Association's proper execution will entitle it to Public Record, notwithstanding informal execution by the requisite percentage of Homeowners. Notwithstanding the foregoing, Levitt reserves the right to amend this Master Declaration, and any Supplemental Declaration, by an instrument executed by Levitt with the formalities required for a deed and properly Recorded, to conform the provisions thereof to the Master Plan, or Levitt's detailed plan for Development of any particular portion of the Properties, or both, without the joinder of the Association or any other Homeowner, and in any manner that Levitt, in its sole discretion, determines is reasonably necessary to implement the Master Plan and otherwise establish the Properties as a first class residential community, so long as no such amendment: (i) adversely affects the voting rights and assessment obligations established by this Master Declaration; or (ii) materially and adversely affects the use of the Common Area, or any Limited Common Area then existing; or (iii) materially and adversely affects the beneficial use and enjoyment of any Lot not then owned by Levitt, unless the Homeowner of such Lot, or of all Lots affected by such amendment, join in the execution and delivery of such amendment. Levitt's rights under this Section will continue so long as Levitt is a Class B member of the Association and will inure to the benefit of Levitt, its successors and such of its assigns as are designated in the manner provided in Article VII, Section 5, of this Master Declaration.

Section 3. Meeting Requirement. Wherever any provision of this Master Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than 30 days, nor more than 60 days, in advance of such meeting, setting forth its purpose. At such meeting, the presence of members entitled to cast at least sixty percent (60%) of the votes of each class of membership constitutes a quorum, if the action must be approved by both classes of membership, or of the Class A members, if it must be approved by the Class A members only, or of each class of the affected Homeowners, if it must be approved by the affected Homeowners only. If the required quorum is not forthcoming, another meeting may be called upon not less than ten days' written notice; and the required quorum at any such subsequent meeting will be reduced to the least of the following: (i) fifty percent (50%), or (ii) from and after the time it is determined that the laws of the State of Florida permit a lesser percentage, ten percent (10%) or the minimum from time to time permitted by the Laws of the State of Florida, whichever is greater. No such subsequent meeting may be held more than 60 days following the preceding meeting.

Section 4. FHA/VA Approval. If, and only if, any portion of the Properties is approved for FHA mortgage insurance or VA mortgage guarantees pursuant to an application therefor by Levitt, or by any other Developer with Levitt's consent, then all of the following

actions require the approval of FHA or VA, or both, as the case may be, until the Work is completed, or until termination of Class B membership, whichever occurs last:

- (a) Dedication or mortgaging of Common Area or any Limited Common Area; and
- (b) Amendment of this Master Declaration or any Supplemental Declaration; and
- (c) Merger, consolidation, or dissolution of the Association; and
- (d) Amendments to the Articles; and
- (e) Any extension of the provisions of this Master Declaration, as provided in Sections 2, 3, and 4 of Article VII. Either FHA or VA, or both, may condition such approval upon the approval of such extension by the Class A members, as provided in Article VII, Section 3, if either agency determines that the detailed plan for such extension is materially inconsistent with the general plan for the Properties from time on file with, and approved by, such agency, or may disapprove such extension for such reason even if approved by the Class A members.

The FHA or VA, or both, as the case may be, also will have the right to veto amendments to the Association's By-Laws under the conditions stated above. The provisions of this Section will have no effect unless and until FHA or VA, as the case may be, insures or guarantees any mortgage on any Lot pursuant to an application by Levitt, or by another Developer with Levitt's consent. Without limitation, if any application for FHA or VA approval, or both, is withdrawn before any mortgage on any Lot is insured or guaranteed, as the case may be, the provisions of this Section will not apply.

Section 5. Other Approvals. As long as any Lot within the Properties is encumbered by a First Mortgage that has been, or is eligible for, insurance, guaranty, purchase, or other participation by the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or by any other agency, department, or instrumentality of, or entity chartered by, The United States of America, except FHA and VA, all of the following require the prior approval of each such agency, department, instrumentality, or entity:

- (a) Alienation or encumbering of all or any portion of the Common Area, or any Limited Common Area, except as expressly permitted under Article III, Section 1(c), of this Master Declaration; and
- (b) Amendment of this Master Declaration or any Supplemental Declaration; and
- (c) Amendment of the Association's Articles of Incorporation or By-Laws; and
- (d) The merger, consolidation, or dissolution of the Association; and



- (e) The extension of this Declaration as provided in Article VII.

Notwithstanding the foregoing, such approval is required if, and only if, the agency, department, instrumentality, or entity (including, without limitation, FNMA, GNMA, and FHLMC), has, at or prior to the time such approval is otherwise required:

(i) Insured, guaranteed, purchased, or otherwise participated in any First Mortgage encumbering any Lot within the Properties, or irrevocably committed itself to do any of the foregoing; and

(ii) So notified the Secretary of the Association in writing and provided the Secretary with an address to which requests for such approval shall be made.

Any approval required by this Section shall be deemed given if no objection is registered within 30 days after written notice of the action requiring such approval has been given by registered or certified mail, return receipt requested, with sufficient postage affixed, and addressed as provided in subsection (ii), above. A certificate of the Association's Secretary, stating that any approval required by this Section has been given, or that the approval of any particular agency, department, instrumentality, or entity is not required under the provisions of this Section, will be conclusive as to third parties without actual knowledge. Any agency, department, instrumentality, or entity that has provided the Secretary with notice in accordance with subsection (ii), above, also is entitled to receive without charge any and all notices that are required to be given to the Association's Class A members under any provision of this Master Declaration, or any Supplemental Declaration, or the Association's Articles of Incorporation or By-Laws. Without limitation, the provisions of this Section inure to the benefit of FNMA, GNMA, and FHLMC, their respective successors and assigns; provided, however, there at any given time may be no more than one such successor or assignee to each such entity designated on the books of the Association to receive the benefit of the provisions of this Section. Notwithstanding any provision of this Section to the contrary, nothing contained in this Section applies to any approval of the FHA or VA, or both, required by any provision of this Master Declaration, or any Supplemental Declaration, or by the Association's Articles of Incorporation or By-Laws.

Section 6. Rights of Mortgagees. Any Mortgagee has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association; and

(b) Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request; and

(c) Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies; and

(d) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any Mortgagee also is entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of this Master Declaration, or any Supplemental Declaration, or the Association's Articles or By-Laws.

Section 7. Duration. From and after the time the provisions of this Master Declaration are extended to any portion of the Properties as provided in Article VII, its provisions will continue in force and effect to each such portion of the Properties until June 30, 2018, whereupon its operation automatically will be extended for successive renewal periods of ten years each, unless the then Homeowners of 75 percent (75%) of the Lots during the six months immediately preceding any renewal date agree by a Recorded instrument to cancel, rescind, or modify the provisions of this Master Declaration, in whole or in part.

Section 8. Severability. Invalidation of any particular provision of this Master Declaration, or any Supplemental Declaration, by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any Court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Master Declaration or any Supplemental Declaration, when necessary to avoid a finding of invalidity while effectuating Owner's and Levitt's intent of providing a comprehensive plan for the use, Development, sale, and beneficial enjoyment of the Properties.

Section 9. Effect As To Owner. Unless and until Owner joins in the execution of a Supplemental Declaration for the purpose of Developing any portion of the Properties, Owner has no duties under this Master Declaration; and, until such time, no provision of this Master Declaration may be interpreted, construed, applied, or enforced so as to impose any liability upon Owner of any nature whatsoever.

IN WITNESS WHEREOF, Owner and Levitt have duly executed this Master Declaration the date stated above.

SIGNATURES WITNESSED BY:

WOODMERE JACKSONVILLE, INC.

\_\_\_\_\_

BY: \_\_\_\_\_  
President

As to Both

(CORPORATE SEAL)

Attest: \_\_\_\_\_

SIGNATURES WITNESSED BY:

LEVITT LAND INCORPORATED

\_\_\_\_\_

BY: \_\_\_\_\_

As to Both

(CORPORATE SEAL)

Attest: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 1979, by Suzanne T. Gilstrap, the Vice President of WOODMERE JACKSONVILLE, INC., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
(Affix notarial Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 1979, by Marvin B. Rose and Angela P. Howard, the Vice President and Asst. Secretary of LEVITT LAND INCORPORATED, a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC  
(Affix notarial Seal)

MY COMMISSION EXPIRES:

\_\_\_\_\_

## EXHIBIT A

A parcel of land lying in the Southeast 1/4 of Section 5 and the North 1/2 of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 8, said corner being the POINT OF BEGINNING, thence from the POINT OF BEGINNING run South 89°18'39" West along the Northerly boundary of said Section 8, a distance of 1336.77 feet to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 8; thence South 00°56'37" East along the West boundary of said Northeast 1/4 of Northeast 1/4 of said Section 8 a distance of 1365.75 feet to the Southwest corner thereof; thence North 89°48'09" East, along the South boundary of said Northeast 1/4 of Northeast 1/4 of said Section 8 a distance of 668.97 feet to the Northeast corner of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 8; thence South 00°57'59" East, along the East boundary of said West 1/2 of the Southeast 1/4 of the Northeast 1/4 of said Section 8 a distance of 821.82 feet to the intersection with the Northerly right of way of State Road 584 as established for a 100 foot right of way; thence following the Northern boundary of said right of way of State Road 584 as follows: North 49°21'16" West, 298.73 feet to the point of curvature of a curve concave Southwesterly having a radius 2914.79 feet; thence along and around said curve an arc distance of 2106.75 feet through a delta angle of 41°24'44" to the point of tangency; thence continue along said Northerly right of way South 89°14'00" West, 1859.03 feet; thence leaving said Northerly right of way North 01°09'28" West along the West boundary of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 8 a distance 1275.56 feet to the Northwest corner thereof; thence North 89°24'06" East along the Northerly boundary of said Section 8 a distance of 2007.09 feet to the North 1/4 corner of said Section 8; thence North 02°35'21" West along the centerline of Section 5 a distance of 355.85 feet; thence North 89°42'33" East along the South boundary of the North 344.80 feet of the West 905.35 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 5 a distance of 905.35 feet; thence North 02°35'21" West along the East boundary of the West 905.35 feet of the South 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 5 a distance of 344.80 feet; thence North 89°42'34" East a distance of 324.20 feet to a point South 89°42'34" East, 105.00 feet from the East boundary of the Southwest 1/4 of the Southeast 1/4 of said Section 5; thence North 02°47'48" West 105.10 feet thence North 89°42'34" East, 105.10 feet; thence North 02°47'48" West along the West boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 5 a distance of 586.35 feet to the Northwest corner thereof; thence South 89°53'27" East along the North boundary of said Southeast 1/4 of Southeast 1/4 of distance of 40.92 feet; thence North 01°12'44" West along the East boundary of Imperial Land Corporation Property described in Official Records Book 4009 Page 655, Pinellas County Records a distance of 1380.38 feet to a point of the North boundary of Northeast 1/4 of Southeast 1/4 of said Section 5 which point is 79.02 feet East from the Northwest corner thereof; thence South 89°05'16" East along the boundary of said Northeast 1/4 of Southeast 1/4 a distance of 1249.26 feet to the Northeast corner thereof; thence South 03°00'34" East along the East boundary of the Southeast 1/4 of said Section 5 a distance of 2729.04 feet to THE POINT OF BEGINNING.

AND

A parcel of land lying in Section 8 in the Northwest 1/4 of Section 17, the Southeast 1/4 of Section 7, and the Southwest 1/4 of Section 9, Township 28 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 7 said corner being the POINT OF BEGINNING; thence from the POINT OF BEGINNING run North 89°53'51" West along the Southerly section line of said Section 7 a distance of 713.11 feet to the Southwest corner of the East 1/4 of said Section 7; thence leaving said Southerly section line North 00°30'51" West along the West boundary of said East 1/4 of said Section 7 a distance of 2114.94 feet to a point which is 580.80 feet South of the Northwest corner thereof; thence South 87°45'51" East a distance of 701.56 feet to the intersection with the Westerly section line of the aforementioned Section 8 which intersection is 580.80 feet South of the Northeast corner of the said East 1/4 of said Section 7; thence South 89°42'26" East, 240.00 feet; thence North 00°51'07" West, 580.80 feet to a point on the Northerly boundary of Southwest 1/4 of said Section 8; thence South 89°42'26" East, 1090.75 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 8; thence North 01°04'34" West along the West boundary of the Southeast 1/4 of the Northwest 1/4 of said Section 8 a distance of 1314.33 feet to the intersection with the Southerly right of way of State Road 584 as established for a 100 foot right of way; thence along said Southerly right of way North 89°14'00" East, 1191.36 feet to the point of curvature of a curve concave Southwesterly having a radius of 2814.79 feet; thence along and around said curve an arc distance of 1078.81 feet through a delta angle of 21°57'34"; thence leaving said Southerly right of way South 00°00'00" East a distance 2486.10 feet to a point of the North boundary of the Southwest 1/4 of the Southeast 1/4 of said Section 8; thence South 89°43'15" East along the said North boundary of the South 1/2 of the Southeast 1/4 a distance of 1810.89 feet to the intersection with Easterly boundary of the aforementioned Section 8; thence North 89°45'03" East along the North boundary of the Southwest 1/4 of the Southwest 1/4 of said Section 9 a distance of 804.13 feet to the intersection with the Westerly boundary of a Southwest Florida Water Management District Canal as described in order of taking recorded in Official Records Book 2320, Pages 24 through 30 inclusive, Pinellas County, Florida; thence following the aforementioned West boundary the following calls and distances, South 00°45'20" East a distance of 184.67 feet; thence North 89°14'40" East a distance of 10.00 feet; thence South 00°45'20" East a distance of 41.65 feet; thence South 89°14'40" West a distance of 80.00 feet; thence South 00°45'20" East a distance of 110.00 feet; thence North 89°14'40" East a distance of 80.00 feet; thence South 00°45'20" East a distance of 120.94 feet to the intersection with the Northwesterly right of way line of County Road 77 as recorded in Official Records Book 1227, Pages 385 and 386 inclusive, Pinellas County, Florida; thence along the said Northwesterly right of way line the following calls and distances; South 45°25'40" West a distance of 25.48 feet to the point of curvature of a curve concave Southeasterly having a radius of 1014.93 feet; thence along and around said curve an arc distance of 162.51 feet through a delta angle of 09°10'28" to the intersection with the Southerly boundary of 230.00 foot Florida Power Corporation Easement as recorded in Official Records Book 2042, Pages 680 through 685 inclusive, Pinellas County, Florida, said intersection also lying on the Northerly boundary of a 237.50 foot Florida Power Corporation Easement as recorded in Official Records Book 1902, Pages 38 to 44 inclusive, Pinellas County, Florida; thence along said Northerly boundary South 82°00'34" West a distance of 3916.91 feet; thence South 00°33'43" East, along the Westerly line of the said Florida Power Corporation Easement a distance of 180.50 feet to the intersection with the Southerly section line of the aforementioned Section 8 and the Northerly boundary of the Florida Power Corporation Curlew Sub-station site, said intersection lying 522.02 feet West of the Southeast corner of the Southwest 1/4 of said Section 8 when measured along the Southerly line of said Section 8, and 175.02 feet Westerly of the Northeast corner of said sub-station site when measured along the Northerly boundary thereof; thence North 89°41'26" West along the aforementioned Southerly

boundary of said Section 8 and the aforementioned Northerly boundary of said Florida Power Corporation Curlew Sub-station site a distance of 632.98 feet to the Northwest corner of said sub-station site; thence South 00°33'40" East along the West boundary of said sub-station site a distance 1337.55 feet to the Southwest corner thereof, said corner being on the South boundary of the North 1/2 of the Northwest 1/4 of said Section 17; thence North 89°46'02" West along said South boundary a distance of 843.90 feet to the Southwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 17; thence North 00°32'12" West, along the West boundary of said East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 17 a distance of 1338.66 feet to the intersection with the Northerly boundary of said Section 17, also being the Southerly boundary of said Section 8; thence North 00°52'04" West along the East boundary of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 8 a distance of 1335.00 feet to the Northeast corner thereof; thence North 89°41'57" West along the North boundary of said West 1/2 of the Southwest 1/4 of the Southwest 1/4 a distance of 665.75 feet to the Northwest corner thereof; thence South 00°51'07" East along the West boundary of said West 1/2 of Southwest 1/4 of the Southwest 1/4 a distance 1334.89 feet to the POINT OF BEGINNING.

Legal Descriptions now known as:

Lake St. George – Unit I, as recorded in Plat Book 78, Pages 65-66;

Lake St. George – Unit II, as recorded in Plat Book 79, Pages 43-44;

Lake St. George – Unit III, as recorded in Plat Book 80, Pages 5-6;

Lake St. George – Unit V, as recorded in Plat Book 80, Pages 99-100;

Lake St. George – Unit VI, as recorded in Plat Book 85, Pages 70-71;

Lake St. George – Unit VII, as recorded in Plat Book 85, Pages 28-29;

Lake St. George – Unit V-A, a partial replat of Plat Book 80, Page 99, as recorded in Plat Book 84, Pages 87-88; and

Lake St. George – Unit VIII-A, as recorded in Plat Book 85, Pages 10-11, a replat of Plat Book 82, Pages 86-87;

All of the Public Records of Pinellas County, Florida.

Rick Scott  
GOVERNOR



Cissy Proctor  
EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-16-076

May 16, 2016

Ms. Monique E. Parker, Esq.  
Rabin & Parker  
28059 U.S. Highway 19 North  
Suite 301  
Clearwater, Florida 33761

**Re: Lake St. George Community Association, Inc.**

Dear Ms. Parker:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for Lake St. George Community Association, Inc., and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowner's documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) – (3), of the Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Taylor TePELL, Director  
Division of Community Development

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
850.245.7105 | [www.floridajobs.org](http://www.floridajobs.org)  
[www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Exhibit A  
p 1 of 3

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
OFFICE OF THE GENERAL COUNSEL  
107 EAST MADISON ST., MSC 110  
TALLAHASSEE, FLORIDA 32399-4128  
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Exhibit "A"  
p. 2 of 3



NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the 17<sup>th</sup> day of May, 2016.



Agency Clerk  
Department of Economic Opportunity  
107 East Madison Street, MSC 110  
Tallahassee, FL 32399-4128

By Certified U. S. Mail:

Ms. Monique E. Parker, Esq.  
Rabin & Parker  
28059 U.S. Highway 19 North  
Suite 301  
Clearwater, Florida 33761

By interoffice delivery:

Rozell McKay, Government Analyst I, Division of Community Planning

Exhibit "A"  
p. 3 of 3











# LAKE ST. GEORGE-UNIT II

## BEING A SUBDIVISION OF A PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

### A PART OF THE S.E. 1/4 OF THE N.W. 1/4, AND A PART OF THE N.E. 1/4 OF THE S.W. 1/4 OF SECTION 8, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### DESCRIPTION:

Commence at the S.W. corner of the N.W. 1/4 of Section 8, Township 28 South, Range 16 East, Pinellas County, Florida; thence S. 89° 45' 00" E., 120.00 feet to the S.W. corner of the N.E. 1/4 of said Section 8, thence N. 01° 05' 30" W., along the west boundary of the S.E. 1/4 of the N.W. 1/4 of said Section 8, beginning at 473.62 feet; thence N. 80° 54' 27" E., along the southerly boundary of LAKE ST. GEORGE UNIT I, as recorded in Plat Book 78, Pages 68 and 69 of the Public Records of Pinellas County, Florida, 172.85 feet; thence S. 84° 49' 37" E., 143.35 feet; thence S. 09° 30' 00" W., 29.19 feet; thence S. 68° 19' 01" E., 102.00 feet; to a point on curve; thence along an arc to the right of 87.05 feet, with a radius of 125.00 feet, subtended by a chord of 57.05 feet, chord bearing S. 07° 05' 30" W., to a point on the S.W. corner of the N.E. 1/4 of said Section 8, thence N. 53° 07' 26" E., 123.50 feet; thence N. 25° 17' 29" E., 100.00 feet; thence S. 89° 45' 00" E., 120.00 feet; thence N. 01° 05' 30" W., 473.62 feet; thence S. 84° 49' 37" E., 143.35 feet; thence S. 09° 30' 00" W., 29.19 feet; thence S. 68° 19' 01" E., 102.00 feet; thence along an arc to the right of 87.05 feet, with a radius of 125.00 feet, subtended by a chord of 57.05 feet, chord bearing S. 07° 05' 30" W., to the point of Beginning, Containing 11,000 acres, more or less.

#### DEDICATION:

Know all men by these presents, that the corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, does hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicate oil and gas rights, oil, gas and drainage and/or utility easements as shown thereon to the purchaser and thereafter, and in witness thereof, has caused these presents to be signed and attested by the officers named below and its corporate seal to be affixed hereto on March 20, 1978.

**OWNER**  
**LEVITT LAND INCORPORATED**  
a Delaware Corporation

*Lawrence S. Howard*  
President  
*Thomas B. Belsky*  
Secretary

Signed, sealed and delivered in the presence of  
*Lawrence S. Howard*  
Witness  
*Thomas B. Belsky*  
Witness

#### ACKNOWLEDGEMENT:

**STATE OF FLORIDA** } s.s. This is to certify that on March 20, 1978 before me, an officer duly authorized to take acknowledgments in the state and county of **PINELLAS**, the undersigned, **Lawrence S. Howard**, President and **Thomas B. Belsky**, Secretary of **LEVITT LAND INCORPORATED**, a corporation incorporated under the laws of the State of Delaware, do hereby acknowledge the execution hereof to be their free act and deed as such officers and that the same execution is the act and deed of said Corporation.

*James M. Williams*  
Notary Public, State of Florida at large.

#### CERTIFICATE OF SURVEYOR:

I, the undersigned Registered Land Surveyor, hereby certify that on March 14, 1978, this property was surveyed and this plat is a true representation of the land described and shown, and that permanent reference measurements have been placed as indicated herein in accordance with the Statutes of the State of Florida, the points approximating

*William J. Williams*  
Registered Land Surveyor  
Reg. No. Surveyor No. 1762

#### CERTIFICATE OF APPROVAL OF COUNTY COMMISSION:

**STATE OF FLORIDA** } s.s. It is hereby certified that this plat has been officially approved for record by the Board of County Commissioners of the County of Pinellas, Florida, this 22<sup>nd</sup> day of MAY, 1978.

*William J. Williams*  
Chairman, Board of County Commissioners  
Pinellas County, Florida

#### CERTIFICATE OF APPROVAL OF COUNTY CLERK:

**STATE OF FLORIDA** } s.s. I, Harold Hollenhorst, Clerk of the Circuit Court of Pinellas County, Florida, do hereby certify that this plat has been examined and that it conforms in form with all the requirements of the Statutes of Florida relating to maps and plats and that this plat has been filed for record in Plat Book 78, Pages 68 and 69 of the Public Records of Pinellas County, Florida this 22<sup>nd</sup> day of May, 1978.

*Harold Hollenhorst*  
Clerk of the Circuit Court  
Pinellas County, Florida

Approved by:  
**WILLIAMS, BALSLEY & STEVENS**  
CONSULTING ENGINEERS - SURVEYORS  
1000 1<sup>st</sup> AVENUE, N.W.  
TALLAHASSEE, FLORIDA 32302

PLATS 80

6

# LAKE ST. GEORGE UNIT II

BEING A SUBDIVISION OF A PART OF THE WEST 1/2 OF SECTION 8, TWP. 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA.

UNIT I (P.B. 78, P.S.S. 25 & 65)

33

LAKE ST. GEORGE

TR.

BLOCK "C"

BLOCK "B"

BLOCK "A"

BLOCK "D"

BLOCK "E"

BLOCK "F"

BLOCK "G"

BLOCK "H"

BLOCK "I"

BLOCK "J"

BLOCK "K"

BLOCK "L"

BLOCK "M"

BLOCK "N"

BLOCK "O"

BLOCK "P"

BLOCK "Q"

BLOCK "R"

BLOCK "S"

BLOCK "T"

BLOCK "U"

BLOCK "V"

BLOCK "W"

BLOCK "X"

BLOCK "Y"

BLOCK "Z"

BLOCK "AA"

BLOCK "AB"

BLOCK "AC"

BLOCK "AD"

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BLOCK "AQ"

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BLOCK "AT"

BLOCK "AU"

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BLOCK "AW"

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BLOCK "AZ"

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BLOCK "BM"

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BLOCK "BV"

BLOCK "BW"

BLOCK "BX"

BLOCK "BY"

BLOCK "BZ"

BLOCK "CA"

BLOCK "CB"

BLOCK "CC"

BLOCK "CD"

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BLOCK "CI"

BLOCK "CJ"

BLOCK "CK"

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BLOCK "CM"

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BLOCK "CO"

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BLOCK "CS"

BLOCK "CT"

BLOCK "CU"

BLOCK "CV"

BLOCK "CW"

BLOCK "CX"

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BLOCK "CZ"

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BLOCK "EL"

BLOCK "EM"

BLOCK "EN"

BLOCK "EO"

BLOCK "EP"

BLOCK "EQ"

BLOCK "ER"

BLOCK "ES"

BLOCK "ET"

BLOCK "EU"

BLOCK "EV"

BLOCK "EW"

BLOCK "EX"

BLOCK "EY"

BLOCK "EZ"

BLOCK "FA"

BLOCK "FB"

BLOCK "FC"

BLOCK "FD"

BLOCK "FE"

BLOCK "FF"

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BLOCK "FL"

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BLOCK "FO"

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BLOCK "FR"

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BLOCK "JI"

BLOCK "JJ"

BLOCK "JK"

BLOCK "JL"

BLOCK "JM"

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BLOCK "JS"

BLOCK "JT"

BLOCK "JU"

BLOCK "JV"

BLOCK "JW"

BLOCK "JX"

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BLOCK "KC"

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BLOCK "KM"

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BLOCK "KP"

BLOCK "KQ"

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BLOCK "KX"

BLOCK "KY"

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BLOCK "LA"

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