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Karlson F. DeBlasio

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MASTER DECLARATION

O.R. 5921 PAGE 2127

OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR
RIDGEMOOR

THIS DECLARATION, made on the date hereinafter set forth by
U. S. HOME CORPORATION, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in
Pinellas County, Florida, which is more particularly described
as follows:

15 15475505 40	1. 28JA85
40	293.00
TOTAL	293.00 CHK

See Exhibit "A" attached hereto and made a part
hereof.

WHEREAS, Declarant desires to create a residential commun-
ity known as RIDGEMOOR on the land more particularly described
above and such other land as may be added thereto pursuant to
the terms and provisions of this declaration;

WHEREAS, Declarant desires to provide for the maintenance
and upkeep of certain roadways, recreation facilities,
entranceways, lakes and other areas; and

WHEREAS, Declarant desires to provide a Master Association
that may own and operate recreation facilities and/or a sewage
treatment plant and related facilities to service a portion of
the RIDGEMOOR development and other developments.

NOW THEREFORE, Declarant hereby declares that all of the
Properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions which are for the purpose of protecting the value
and desirability of, and which shall run with, the real prop-
erty and be binding on all parties having any right, title or
interest in the described Properties or any part thereof, their
heirs, personal representatives, successors and assigns, and
shall inure to the benefit of each Owner thereof.

DECLARATION

R. TIMOTHY PETERS, P. A., ATTORNEY AT LAW, CLEARWATER, FLORIDA

01 Cash/11 Chk	
40 Rec	293.00
41 DS	
43 Int	
Tot	593.00

THIS INSTRUMENT PREPARED BY IS RETURN TO:
R. TIMOTHY PETERS
R. TIMOTHY PETERS, P.A.
BOX 6316, CLEARWATER, FL 33518

ARTICLE I
DEFINITIONS

O. R. 5921 PAGE 2128

Section 1. "Association" shall mean and refer to RIDGEMOOR MASTER ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot, Unit or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include U. S. HOME CORPORATION.

Section 3. "Properties" shall mean and refer to that certain real property described above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) now or hereafter owned or maintained by the Association or subject to an easement in favor of the Association for the common benefit, use and/or enjoyment of the Owners. The initial Common Area shall be that certain real property more particularly described as follows:

See Exhibit "B" attached hereto and made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties designated for development and construction of dwelling units, with the exception of the Common Area. These Lots may contain detached or attached housing.

Section 6. "Unit" shall mean and refer to a condominium parcel, as that term is defined in Chapter 718, Florida Statutes (1980), pursuant to a recorded declaration of condominium.

Section 7. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, Units, streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed

or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record or for which a declaration of condominium has been filed of record, shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 8. "Declarant" shall mean and refer to U. S. HOME CORPORATION, a Delaware corporation, its successors and assigns. It shall not include any person or party who purchases a Lot, Unit, or Parcel from U. S. HOME CORPORATION, however, unless such purchaser is specifically assigned by a separate recorded instrument, some or all of the rights held by U. S. HOME CORPORATION as Declarant under this declaration with regard to the conveyed property.

Section 9. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 10. "Articles" shall mean and refer to the articles of incorporation of the Association, including any and all amendments or modifications to those articles.

Section 11. "By-Laws" shall mean and refer to the By-Laws of the Association, including any and all amendments or modifications to those By-Laws.

Section 12. "General Land Plan" shall mean the general plan of development as described in Article VII Section 1 (b) of this Declaration, including any amendments or modifications to that General Land Plan.

ARTICLE II

PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain,

repair and provide security for the following: Common Areas and any improvements thereon, recreation building and facilities, certain private roadways that are not otherwise maintained by another association, decorative entranceways, road medians, lakes and retention areas within the Properties and a sewage treatment plant and related facilities. The Association shall have the right but not the obligation to pay for the costs of lighting for the Common Area and public roads in or adjacent to the Properties, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. Expansion of the Common Area. Additions to the Common Area may be made in accordance with the terms of ARTICLE VII which provides for additions to the Properties pursuant to the General Land Plan as therein more particularly described. The Declarant shall not be obligated, however, to make any such additions. The Declarant has the right, but not the obligation, to add improvements to the Common Area

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area to utilize the various portions of the Common Area for their intended use, which easement shall be appurtenant to and shall pass with the title to every Lot, Unit, or Parcel, subject to the following provisions:

A. The right of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area, including, but not limited to, the right

to limit the use of, or prohibit swimming in, lakes within the Properties to Owners whose Lots, Units or Parcels, in the sole discretion of the Board of Directors, are reasonably convenient to the respective lakes.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

C. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his Lot, Unit or Parcel remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations.

D. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its articles. No such dedication or transfer shall be effective unless an agreement agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

E. The right of the Association to own, maintain and operate a sewage treatment plant and related facilities on real property that is or shall be owned by the Association.

F. The right of the Association to grant easements as to the Common Area or any part thereof as provided by its articles.

G. The right of the Association to otherwise deal with the Common Area as provided by its Articles.

H. Nothing herein contained shall be construed or effective to create any right to use any portion of the Common Area in a manner not intended by Declarant. For example, retention areas may be used only for water retention purposes, etc.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to his tenants who reside at the

Owner's Lot, Unit or Parcel, provided the Owner waives his use in writing.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Board of Directors. This section, however, shall not apply to the Declarant.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations of the Association.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 7. Title to Common Area. Not later than the time the Declarant no longer exercises voting control over the Association as provided in Article IV of this Declaration, continuously for a period of one (1) year, the Declarant shall convey title and assign easement rights and the Association shall accept title and easement rights to any Common Area subject to such easements, reservations, conditions and restrictions as may then be of record. Declarant may convey title and the Association shall accept title at any time prior to the time referred to in this Section 7, at Declarant's option.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, Unit, or Parcel which is subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot, Unit or Parcel shall be entitled to one membership for each Lot, Unit or Parcel owned by him. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, Unit or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Unit or Parcel. The Declarant shall also be a member so long as it owns one or more Lots, Units or Parcels.

Section 2. The Association shall have two classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships and voting rights related thereto, are as follows:

A. Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment; provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member. The voting rights

appurtenant to Class A Lots, Units and Parcels shall be as follows:

1. Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

2. Units. Owners of Class A Units shall be entitled to one (1) vote for each Unit owned.

3. Parcels. The Owner of a Class A Parcel designated on the General Land Plan for Single-Family Residential Use shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the General Land Plan for Multi-Family Residential Use shall be entitled to eight (8) votes per acre. Upon platting or the submission of such Parcel to condominium ownership, any portion so platted or submitted shall cease being a Parcel.

B. Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:

1. Lots. The Declarant shall be entitled to three (3) votes for each Class B Lot which it owns.

2. Units. The Declarant shall be entitled to three (3) votes for each Class B Unit which it owns.

3. Parcels. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel designated on the General Land Plan for Single-Family Residential Use, whether or not the Parcel has been encumbered by this Declaration. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for Multi-Family Residential Use, whether or not the Parcel has been encumbered by this Declaration.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of this Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
2. On December 31, 2010, or
3. When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added to the Properties by the Declarant pursuant to Article VII hereof, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if either occurrence 2 or 3 above shall have taken place.

D. Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre, and rounding to the nearest whole number. For example, if a Class A Parcel designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to ninety-seven (97) votes. Acreage shall be as determined in

good faith by the Secretary of the Association as provided in the By-Laws.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the other land designated in Article II hereof in the manner therein required. The Association may own, operate, maintain, and levy and collect assessments for a sewage treatment plant and related facilities. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Areas, whether or not title to those areas has been formally conveyed to the Association.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or the Manager.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and

other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot, Unit or Parcel owned within the Properties, hereby covenants, and each Owner of any Lot, Unit or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties

and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the By-Laws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the ownership, operation and maintenance of a sewage treatment plant and related facilities; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; and such other needs as may arise.

Section 3. Special Assessments for Capital Improvements.

In addition to the annual assessment authorized above, the Association may levy, in any assessment 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and for other purposes as designated by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership

shall constitute a quorum.

Section 5. Assessment Rate. The annual assessment shall be fixed by the Board of Directors and shall be the same for each Class A Lot and Unit. Each Class A Parcel designated on the General Land Plan for Single-Family Residential Use shall be assessed at a rate per acre equal to two hundred percent (200%) of the sum assessed for a Class A Lot. Each Class A Parcel designated on the General Land Plan for Multi-Family Residential Use shall be assessed at a rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.

Section 6. Assessments for Sewer Service. Notwithstanding anything contained herein to the contrary, assessments or charges for sewer service, or the costs of maintenance and operation of sewer treatment facilities operated and maintained by the Association, shall only be assessed against or charged to the Owners of Lots, Units or Parcels which are provided sanitary sewer service by the Association's sewage treatment plant and related facilities.

Section 7. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment for any Lot, Unit or Parcel which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Class A Lots, Units or Parcels. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give written notice to the Association prior to January 1 of a year, thereby terminating effective as

of the last day of February of such year its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot, completed Unit with a Certificate of Occupancy or Parcel owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots, Units or Parcels owned by Class A members other than the Declarant. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots, Units and Parcels that are encumbered by this Declaration. Upon transfer of title of a Lot, Unit or Parcel owned by the Declarant, the Lot, Unit or Parcel shall be assessed in the amount established for Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots, Units or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots, Units or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 8. Exemption from Assessments. The assessments, charges and liens provided for or created by this ARTICLE VI shall not apply to the Common Area of this Association or any other Homeowners' Association or Condominium Association, any property utilized for a sewage treatment plant or related facilities serving a portion of the RIDGEMOOR development or other developments, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or

public or governmental body or agency, or any property utilized for commercial purposes.

Section 9. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots, Units or Parcels on the first day of the month following the conveyance of the first Lot, Unit or Parcel to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to be paid monthly against each Lot, Unit or Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot, Unit or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot, Unit or Parcel is binding upon the Association as of the date of its issuance.

Section 10. Lien for Assessments. All sums assessed to any Lot, Unit or Parcel pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot, Unit or Parcel in favor of the Association.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, Unit or Parcel. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common

Area, or abandonment of his Lot, Unit or Parcel.

Section 12. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot, Unit or Parcel which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot, Unit or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 13. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot, Unit or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, Unit or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot, Unit or Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to

payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, Unit or Parcel from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII
ADDITIONAL PROPERTY

Section 1.

A. Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twenty-five (25) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

B. General Land Plan. The present general plan of development shall not bind the Declarant to make any such additions or adhere to the general plan of development. Such general plan of development may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Land Plan"

shall mean such general plan of development, together with any amendments or modifications thereof hereafter made.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

A. Additions in Accordance with a General Land Plan.

The Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration, any additional land. In the Declarant's sole discretion, portions of this land may be designated as Common Area.

B. Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Properties.

Section 3. General Provisions Regarding Additions to the Properties.

A. The additions authorized under Section 2 (A) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions

and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 3 (C). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described on page 1 of this Declaration.

B. Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

C. Nothing contained in this ARTICLE VII shall obligate the Declarant to make additions to the Properties.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the land added to the Properties or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots, Units and Parcels thereof as is provided by ARTICLE IV, Section 2, of this Declaration.

Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation hereinafter set forth. As to such added land, the Declarant shall be exempt from annual assessments with regard to Lots, Units and Parcels which it owns, upon the same terms and conditions as contained in ARTICLE VI, Section 7, of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment at twenty-five percent (25%) of the annual assessment established for Lots, Units and Parcels owned by Class A members other than the Declarant.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by ARTICLE IV, Section 2, of this Declaration to other Owners of Class A Lots, Units and Parcels.

Section 7. Assessment Obligation of Owners Other than the Declarant as to Additions to the Properties. Any Lots, Units or Parcels on land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be subject to assessments, both annual, special and otherwise in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Class A Lots, Units and Parcels within the Properties.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties

specific deed restrictions, declarations of covenants, conditions and restrictions, declarations of condominiums, community or condominium association documents, applicable thereto either by master instrument or individually recorded instruments. Such documents may vary as to different parts of the Properties in accordance with the Declarant's General Land Plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific documents, such land shall be subject to both the specific documents and this Declaration. The Association shall have the power to enforce all restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform restrictions, or to impose restrictions of any kind on all or any part of the Properties.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, for all trial and appellate proceedings incurred by the party enforcing the provisions of this agreement. Declarant shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full

force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Lot, Unit or Parcel Owners. Any amendment must be recorded. For so long as the Declarant owns any Lot, Unit or Parcel in the Properties, any amendment of this Declaration must be approved in writing by the Declarant.

Section 5. Exception. Until the completion of the contemplated improvements on the Properties, and closing of all Lot, Unit or Parcel sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or in the plan of development, as may be required by any lender, institutional mortgagee, governmental authority, or, as may in Declarant's sole judgment, be necessary or desirable. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment shall impair the security or priority of an institutional first mortgagee. The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida, an agency of the United States Government, the holder of any mortgage insured by any agency of the United States Government, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, Department of Housing and Urban Development, the Veterans' Administration, and any guarantor of an institutional mortgagee.

Section 6. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all

genders; and the use of the term "including" shall mean "including without limitation". The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE IX

EASEMENTS

Section 1. Each Lot, Unit or Parcel and the Common Area shall be subject to existing easements for public or private utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service), and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot, Unit or Parcel or the Common Area in furtherance of such easements. The easement areas contained in any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Lot Owner whether or not the utility company properly maintains the easement area.

Section 2. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot, Unit or Parcel) and for the Board of Directors of the Association, without joinder or consent of any person or entity whatsoever, to grant such additional easements, including, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water, sewer or other utility easement, or to relocate any existing utility easement in any portion of the property as the Declarant, its designee, or the said Board of Directors shall deem necessary or desirable for the proper operation and maintenance of the property, or any portion thereof, or for the general health or welfare of the Lot, Unit or Parcel Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Lot, Unit or Parcels for permitted purposes. Each Owner of a

Lot, Unit or Parcel hereby irrevocably appoints the Declarant and the President or Vice President of the Association as its attorney-in-fact to carry out the provisions of this paragraph, including the authority to execute any documents which may be convenient or necessary in effectuating these provisions.

Section 3. Declarant retains for itself, its successors in interest, agents, employees and assigns, a non-exclusive easement for ingress and egress over and across all streets, roadways, common areas, driveways and walkways that may from time to time exist on the property.

Section 4. All of the Properties and all of the Common Area, Lots, Units and Parcels shall be and are singularly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements on the Properties, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the Properties, Common Area, Lots, Units or Parcels, or encroachments caused by the intentional or unintentional placement of utilities meters and related devices, all of which encroachments shall be permitted to remain undisturbed, and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand or otherwise continue in place.

ARTICLE X

USE RESTRICTIONS

Section 1. Model Homes. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, Unit or Parcel, except that real estate brokers, owners, and their agents may show Lots, Units or Parcels, for sale or lease. Every person, firm or corporation purchasing a Lot, Unit or Parcel recognizes that the Declarant, its agents and designated assigns, shall have the right to (1) use Lots, Units

or Parcels, and improvements erected thereon, for sales offices, field construction offices, storage facilities and general business offices, (2) maintain fluorescent-lighted or spot-lighted model homes which are open to the public for inspection seven (7) days per week for such hours as the Declarant deems appropriate or necessary, and (3) conduct any other activities on Lots, Units or Parcels to benefit sales efforts. This restriction shall not apply to any portion of the Property that is for commercial use, designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

Section 2. Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings, other than the dwelling and its required garage, shall, at any time, be erected on a Lot, Unit or Parcel and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities used by Declarant, builders or contractors, with the written approval of the Declarant. This restriction shall not apply to any portion of the Property that is for commercial use, designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

Section 3. Maintenance of Improvements. Each Lot, Unit or Parcel Owner shall maintain in good condition and repair all improvements constructed upon his Lot, Unit or Parcel by the Declarant, including, without limitation, the residential dwelling. No Owner, after acquiring title from Declarant, shall change the exterior color of the dwelling on his Lot, Unit or Parcel, including the roof thereof, without the prior written approval of the Board of Directors of the Association.

Section 4. Storage; Clothes Hanging. No Lot, Unit or Parcel shall be used for the storage of rubbish. Outside clothes hanging devices on a Lot, Unit or Parcel shall not be permitted.

Section 5. Lot Upkeep. After acquiring title from Declarant, all Owners of Lots, Units or Parcels whether or not

improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, Unit or Parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot, Unit or Parcel other than in a garage and concealed from public view.

Section 7. Lawns. Each Lot, Unit or Parcel acquired from the Declarant on which there is a completed dwelling shall be maintained in a neat condition by the owner thereof. In this context, the words "Lot", "Unit" or "Parcel" shall include that portion of property from the boundary of the Lot, Unit or Parcel to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized and that mulched areas be regularly remulched and kept weeded so that its appearance is in harmony with the neighborhood. All Lots, Units or Parcels must have grassed front lawns and grassed or mulched side and rear lawns. No gravel or similar type lawns are permitted.

Section 8. Failure to Maintain. If the Owner of a Lot, Unit or Parcel shall fail to maintain his Lot, Unit or Parcel as required, either the Declarant or the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot, Unit or Parcel for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefor shall be secured by a lien on the Lot, Unit or Parcel.

Section 9. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, Unit or Parcel, except that cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any

commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or property without the consent of the Owner of such Lot or property. All animals shall be on a leash when outside the Owner's Lot, Unit or Parcel.

Section 10. Signs. No signs shall be displayed on Lots, with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 36" x 24" in size. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to maintain signs of any type and size on Lots and Parcels which it owns and on the Common Area, in connection with its development and sale of Lots, Units and Parcels. This restriction shall not apply to any portion of the Property that is for commercial use, designated by the Declarant for commercial use and upon which commercial structures are or will be constructed.

Section 11. Water Retention Areas. Each Owner of a Lot which borders a water retention area shall maintain any portion thereof as may be within the boundary of his Lot. Such maintenance shall include removal of aquatic weeds and debris. Swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the Board of Directors. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time.

Section 12. Prohibition of Wells. No wells shall be drilled or otherwise installed upon any portion of the Properties without the prior written consent of the Board of Directors of the Association.

ARTICLE XI

ARCHITECTURAL CONTROL

No exterior change or modification shall be made to any residential dwelling constructed by the Declarant on a Lot,

Unit or Parcel, nor shall any fences, walls, structures or improvements be added to a Lot, Unit or Parcel after it has been conveyed by the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No approval shall be given by the Board of Directors or its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall (1) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties. Neither the Association, the Board, nor any member of the Board or its designated committee, shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article.

ARTICLE XII

SPRINKLER SYSTEMS

Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the By-Laws to the contrary, all sprinkler systems or lawn irrigation systems owned, operated or maintained by the Association shall be constructed in a manner which will provide for the future conversion and connection of

the lawn irrigation systems to effluent transmission and distribution facilities owned by Pinellas County. At such time that effluent transmission and distribution facilities become available to particular portions of the Properties, the Association shall disconnect said lawn irrigation systems from other sources of water and shall connect said lawn irrigation systems to the effluent transmission and distribution facilities owned by Pinellas County. This Article may not be amended or modified without the prior written approval of the Declarant.

ARTICLE XIII

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Area. In no event shall this liability insurance coverage be less than One Million Dollars (\$1,000,000.00). The Board of Directors shall collect and enforce payment of the premium for such insurance as a portion of the maintenance assessments provided for in this Declaration. Each individual Lot, Unit or Parcel Owner shall be responsible for purchasing liability insurance for accidents occurring within his Lot, Unit or Parcel.

ARTICLE XIV

CASUALTY INSURANCE

Section 1. Purchase of Insurance. The Board of Directors of the Association shall keep the Common Area insured. The Common Area shall include all the buildings erected upon the Common Area, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the Common Area. The insurance shall insure the interest of the Association and their mortgagees as their interests may appear against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the

buildings erected upon the Common Area, in an amount which shall be equal to the maximum insurable replacement value as determined no less than every four (4) years by the insurance carrier if such insurance is reasonably available. The Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

Section 2. Payment of Premiums. The Board of Directors shall collect and pay premiums for casualty insurance as part of the Association assessments. Each Lot, Unit or Parcel Owner shall pay and be responsible for casualty insurance premiums in the same manner as all other assessments.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 28th day of January, 1985.

Signed, sealed and delivered in the presence of:

U. S. HOME CORPORATION

Chris J. Tolman

By: [Signature]
Division Vice President

[Signature]

Attest: [Signature]
Assistant Division Secretary

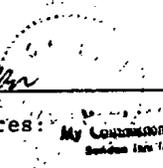
STATE OF FLORIDA

D. S. 5921 AGE 2157

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Richard T. Wisemiller and Laura MacNeill, ss Division Vice President and Division Secretary, respectively, of U. S. HOME CORPORATION, to me well known, and they acknowledged before me that they executed, sealed and delivered the foregoing Declaration of Covenants, Conditions and Restrictions for the uses and purposes therein expressed, as such officers, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, said County and State, this 28th day of January, 1985.

A circular notary seal is partially visible behind the signature.
Abelyn Neuman
Notary Public
My Commission Expires: My Commission Expires July 2, 1988
Notary Public - State of Florida

LEGAL DESCRIPTION - RIDGEMOOR PHASE I

O.R. 5921 PAGE 2158

A tract of land lying East of New East Lake Road (County Road No. 77) in Sections 26, 27, 34, and 35, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 35, the POINT OF BEGINNING; thence S 01°14' 07" E, along the West line of the Northeast 1/4 of said Section 35, for 1251.26 feet; thence N 87°57' 12" W, for 1921.48 feet along the South line of the North 1/2 of the Northwest 1/4 of said Section 35; thence S 29° 16' 00" W, for 693.95 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve having a radius of 250.80 feet and a central angle of 60°28' 58", an arc length of 264.75 feet, and a chord bearing of S 59°30' 29" W, for 252.63 feet to the point of tangency; thence S 89°44' 58" W, for 200.00 feet to a point on the West line of the Northwest 1/4 of said Section 35; thence N 00°15' 02" W, for 1407.69 feet along said West line to a point on the South boundary line of the "JACKSON RANCH PROPERTY"; thence along said South boundary line of the "JACKSON RANCH PROPERTY", which line is also the South line of the North 1/4 of the Northeast 1/4 of Section 34, S 89°52' 32" W, for 729.17 feet to the point of curvature of a curve concave to the North; thence northwesterly along the arc of said curve having a radius of 1545.00 feet and a central angle of 28°00' 13", an arc length of 755.13 feet, and a chord bearing of N 76°07' 22" W, for 747.63 feet to the point of tangency; thence N 62°07' 15" W, for 550.31 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 1345.00 feet and a central angle of 28°00' 00", an arc length of 657.29 feet, and a chord bearing of N 76°07' 15" W, for 650.77 feet to the point of tangency; thence S 89°52' 45" W, for 1259.15 feet to the intersection of the East right-of-way line of said New East Lake Road (a 120-foot right-of-way); thence along said East right-of-way line N 00°27' 16" W, for 49.20 feet; thence continuing along said East right-of-way line, N 01°44' 35" W, for 150.86 feet; thence leaving said East right-of-way line N 89°52' 45" E, for 1263.70 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 1545.00 feet and a central angle of 28°00' 00", an arc length of 755.03 feet, and a chord bearing of S 76°07' 15" E, for 747.54 feet to the point of tangency; thence S 62°07' 15" E, for 550.31 feet to the point of curvature of a curve concave to the North; thence southeasterly along the arc of said curve having a radius of 1345.00 feet and a central angle of 28°00' 13", an arc length of 657.38 feet, and a chord bearing of S 76°07' 22" E, for 650.85 feet to the point of tangency; thence N 89°52' 32" E, for 61.53 feet; thence N 02°23' 30" W, for 1345.00 feet; thence N 84°50' 48" E, for 1485.00 feet to a point on a curve concave to the Northeast; thence southeasterly along the arc of said curve having a radius of 1048.00 feet and a central angle of 22°00' 20", an arc length of 402.50 feet, and a chord bearing of S 34°31' 05" E, for 400.03 feet to the point of tangency; thence S 45°31' 15" E, for 275.85 feet to the point of curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 948.00 feet and a central angle of 25°21' 55", an arc length of 419.68 feet, and a chord bearing of S 32°50' 17" E, for 416.27 feet to the point of tangency; thence S 20°09' 20" E, for 368.41 feet; thence N 69°50' 40" E, for 302.21 feet to the point of curvature of a curve concave to the South; thence northeasterly along the arc of said curve having a radius of 2392.00 feet and a central angle of 08°37' 50", an arc length of 360.32 feet, and a chord bearing of N 74°09' 35" E, for 359.98 feet; thence S 11°31' 30" E, along a line radial to said curve, for 200.00 feet to a point on a curve concave to the South; thence northeasterly along the arc of said curve having a radius of 2192.00 feet and a central angle of 10°01' 21", an arc length of 383.44 feet, and a chord bearing of N 83°29' 11" E, for 382.95 feet to the point of tangency; thence N 88°29' 52" E, for 75.00 feet to the POINT OF BEGINNING, and contains 155.06 acres, more or less.

Less that portion of property sold to Pinellas County for the EAST LAKE TARPON WELLFIELD, as recorded in O.R. Book 5450, pages 1520 through 1523 of the Public Records of Pinellas County, Florida, and containing 1.43 acres, more or less.

And less that portion of proposed Ridgemoor Blvd., a 200 foot right of way, from the existing east right of way of East Lake Road (C.R. 77) (Sta. 100+58.85) to the west end of the west approach slab of the proposed Brooker Creek Bridge (Sta. 128+01.86). Containing 12.59 acres M.O.L.

Net acreage is 141.04 acres. M.O.L.

THIS DOCUMENT OR A PORTION OF
THIS DOCUMENT IS OF POOR QUAL-
ITY AND MAY BE ILLEGIBLE.

EXHIBIT A

D.B. 5921 AC 2159

LEGAL DESCRIPTION - TRACT 16 PHASE 2

A tract of land lying in the Northeast 1/4 of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Begin at the North 1/4 corner of Section 35, Township 27 South, Range 16 East, Pinellas County, Florida; thence N 88° 29'52" E, along the North line of the Northeast 1/4 of said Section 35, for 2678.92 feet, to the Northeast corner of said Section 35; thence S 00° 59'59" E, along the East line of the Northeast 1/4 of said Section 35, for 2626.86 feet, to the East 1/4 corner of said Section 35; thence N 88° 50'06" W along the South line of the Northeast 1/4 of said Section 35, for 1819.84 feet; thence, leaving said South line, N 01° 14'07" W along a line 849.85 feet East of and parallel to the West line of the Northeast 1/4 of said Section 35, for 1271.06 feet; thence S 89° 49'53" W, along the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 35, for 850.00 feet; thence N 01° 14'07" W, along the West line of the Northeast 1/4 of said Section 35, for 1251.26 feet to the POINT OF BEGINNING, and containing 132.81 acres, more or less.

EDA.7-01254

EXHIBIT A

LEGAL DESCRIPTION - RIDGEMOOR ADDITION ONE

A tract of land lying within Section 34, Township 27 South, Range 16 East, and being more particularly described as follows:

Commence at the East 1/4 corner of said Section 34; thence N 00° 15' 02" W, along the East line of the Northeast 1/4 of said Section 34, for 1937.90 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence S 89° 52' 32" W, along said South line, for 80.00 feet to the POINT OF BEGINNING; thence S 00° 15' 02" E, along a line 80.00 feet West of and parallel to the East line of said Northeast 1/4, for 1407.87 feet; thence S 89° 44' 58" W, for 885.89 feet; thence N 00° 15' 02" W, for 253.97 feet; thence N 63° 08' 02" W, for 38.17 feet; thence N 65° 36' 26" W, for 95.89 feet; thence N 39° 13' 26" E, for 139.79 feet; thence N 15° 45' 15" E, for 86.57 feet; thence S 76° 36' 40" W, for 101.73 feet; thence N 76° 41' 20" W, for 110.13 feet; thence N 22° 14' 53" E, for 76.97 feet; thence N 23° 15' 03" W, for 88.70 feet; thence N 45° 37' 29" W, for 80.26 feet; thence N 49° 44' 18" W, for 100.73 feet; thence North, for 644.59 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence N 89° 52' 32" E, along said North line, for 944.28 feet to the POINT OF BEGINNING, and containing 26.13 acres, more or less.

LEGAL DESCRIPTION - RIDGEMOOR ADDITION TWO

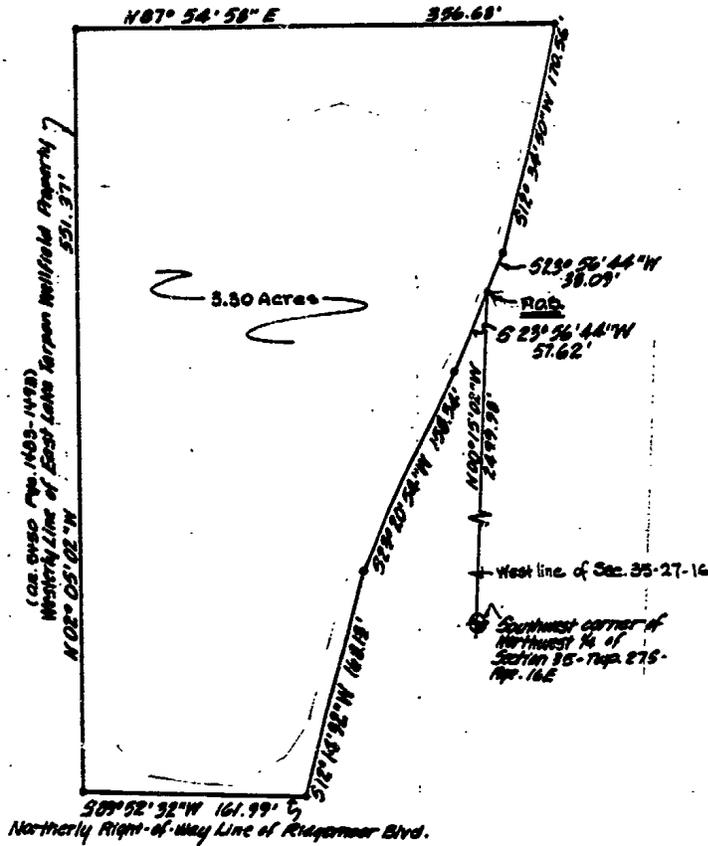
A tract of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the East 1/4 corner of said Section 34; thence N 00° 15' 02" W, along the East line of the Northeast 1/4 of said Section 34, for 1937.90 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence S 89° 52' 32" W, along said South line, for 1024.28 feet to the POINT OF BEGINNING; thence South, for 644.59 feet; thence S 22° 06' 35" W, for 389.72 feet; thence S 21° 57' 18" W, for 309.76 feet; thence S 32° 33' 47" W, for 87.84 feet; thence S 59° 52' 29" W, for 133.63 feet; thence S 66° 13' 29" W, for 175.40 feet; thence S 59° 06' 52" W, for 479.25 feet; thence N 21° 57' 42" E, for 113.54 feet; thence N 57° 44' 14" W, for 149.51 feet; thence S 73° 51' 08" W, for 63.58 feet; thence N 18° 24' 03" W, for 282.22 feet; thence N 16° 24' 56" E, for 113.79 feet; thence N 42° 33' 32" E, for 142.79 feet; thence N 27° 19' 41" E, for 225.83 feet; thence N 61° 07' 10" E, for 123.85 feet; thence N 59° 10' 07" E, for 121.00 feet; thence N 53° 52' 31" E, for 163.94 feet; thence N 12° 23' 01" E, for 254.11 feet; thence N 87° 54' 47" W, for 50.18 feet; thence N 61° 00' 00" W, for 63.51 feet to a point on the East boundary line of TARPON WOODS SECOND ADDITION REPLAT, as recorded in Plat Book 81, pages 2 and 3 of the Public Records of Pinellas County, Florida; thence along said East boundary line the following two (2) courses; (1) thence N 29° 00' 00" E, for 128.72 feet; (2) thence N 24° 19' 25" W, for 311.79 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence N 89° 52' 32" E, along said South line, for 767.30 feet to the POINT OF BEGINNING, and containing 27.95 acres, more or less.

This is NOT a survey.

D.R. 5921 AGE 2161

Scale: 1" = 100'



See Attached Legal Description.

FARRELL PARK / BROOKHAVEN

LAKE 1-A

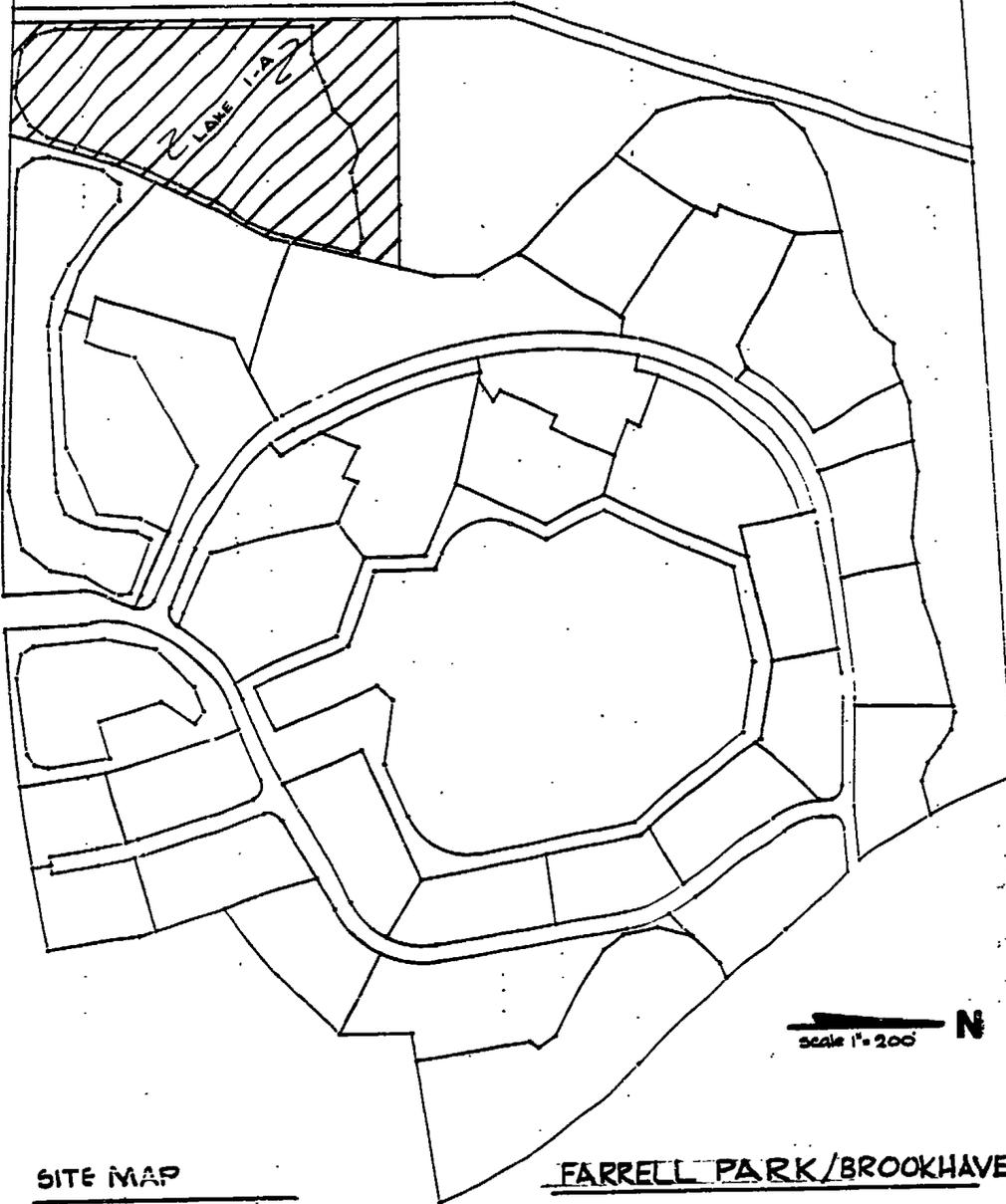
Job No. 525-911.41	Calculated by: MEF	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>J. K. B. J.</i> Professional Land Surveyor # 9000 State of Florida
Date 20 JULY, 84	Drawn by: AMK / schultes	
Sheet 1 of 3	Checked by: JLB	POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 290 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33609

EXHIBIT B

This is NOT a survey.

D.S. 5921 AGE 2162

**Diagonal lines show the location of the subject common area.



SITE MAP
LAKE 1-A

FARRELL PARK/BROOKHAVEN

Job No. 525-911.41	Calculated by: MEP	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>J. K. J. B. d.</i> Professional Land Surveyor # 3000 State of Florida POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 240 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33095
Date 30 JULY 84	Drawn by: Schultes	
Sheet 2 of 3	Checked by: JLD	

EXHIBIT B

LEGAL DESCRIPTION - FARRELL PARK/BROOKHAVEN LAKE 1-A

O.R. 5921 PAGE 2163

A tract of land lying in Sections 26, 27, 34 and 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of said Section 35; thence N 00° 15' 02" W, along the West line of said Section 35, for 2499.98 feet to the POINT OF BEGINNING; thence S 23° 56' 44" W, for 57.62 feet; thence S 23° 20' 54" W, for 158.34 feet; thence S 12° 14' 32" W, for 168.13 feet to a point on the northerly right-of-way line of RIDGEMOOR BOULEVARD (a 200 foot right-of-way); thence S 89° 52' 32" W, along said northerly right-of-way line, for 161.99 feet to a point on the westerly line of a portion of that property known as the EAST LAKE TARPON WELLFIELD PROPERTY, as recorded in O.R. 5450, pages 1483 through 1493, in the Public Records of Pinellas County, Florida; thence N 02° 05' 02" W, along said westerly line, for 551.37 feet; thence, leaving said westerly line N 87° 54' 58" E, for 356.68 feet; thence S 12° 34' 50" W, for 170.56 feet; thence S 23° 56' 44" W, for 38.09 feet to the POINT OF BEGINNING, and containing 3.30 acres, more or less.

J. K. L. B. d.
8/02/84

EXHIBIT B

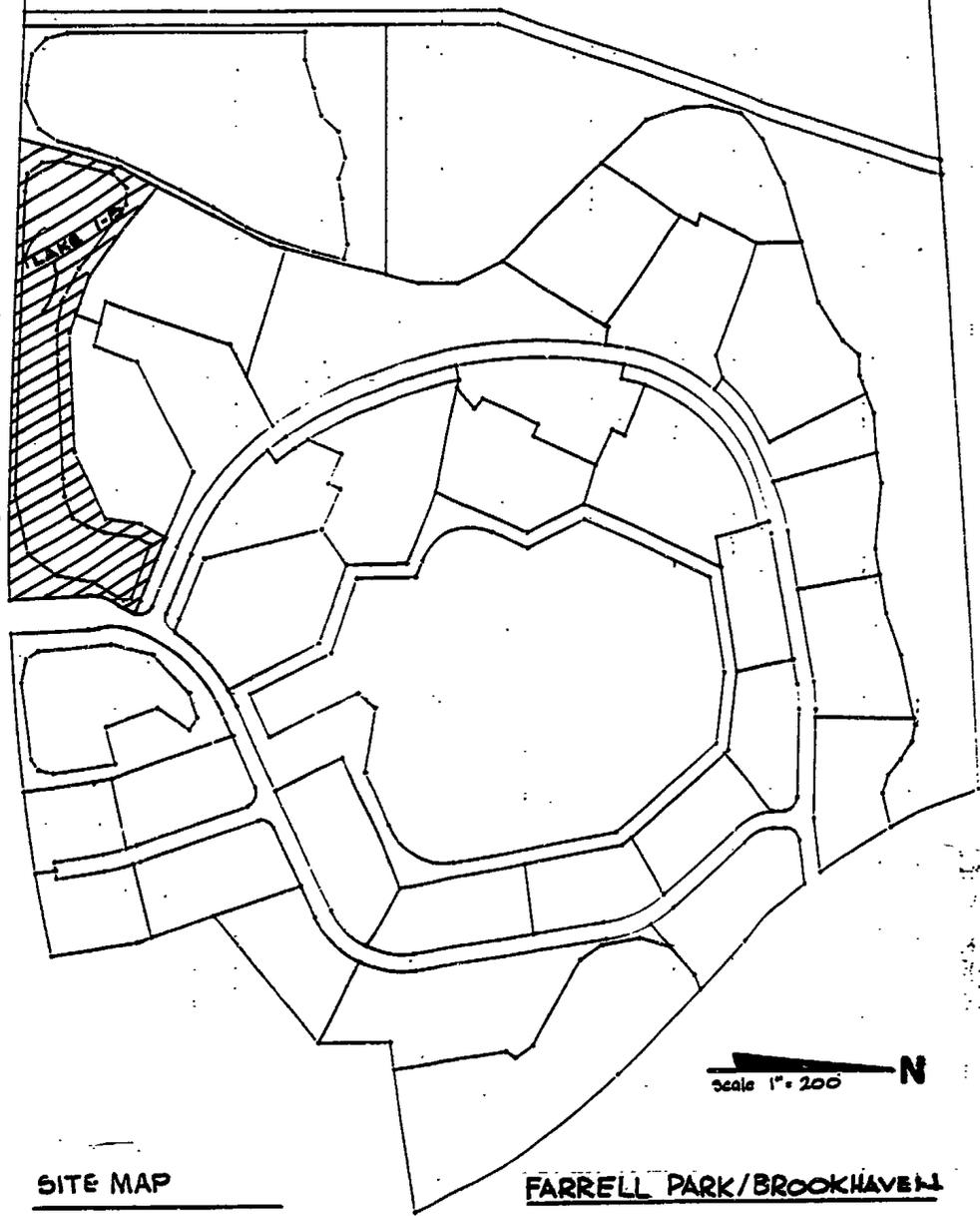
LD22:J/7

525-911.41
Farrell Park/Brookhaven Lake 1-A 07/23/84

This is NOT a survey.

O.R. 5921 REF 2165

**Diagonal lines show the location of the subject common area.



SITE MAP
LAKE 18

FARRELL PARK/BROOKHAVEN

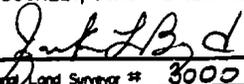
Job No. 525-911.41	Calculated by: MEP	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC.
Date 30 JULY 84	Drawn by: Schultes	 Professional Land Surveyor # 3000 State of Florida
Sheet 2 of 3	Checked by: JLB	 POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 2401 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33515

EXHIBIT B

LEGAL DESCRIPTION - LAKE 1-B

C.S. 5921 W.F. 2166

A tract of land lying in Sections 34 and 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the Northeast quarter of said Section 34; thence N 00°15' 02" W, along the East line of said Section 34, for 2137.90 feet to the POINT OF BEGINNING, said point also being a point on the northerly right-of-way line of RIDGEMOOR BOULEVARD (a 200 foot right-of-way); thence S 89°52' 32" W, along said northerly right-of-way line, for 123.38 feet; thence, leaving said northerly right-of-way line, N 12°14' 32" E, for 168.13 feet; thence N 23°20' 54" E, for 64.43 feet; thence S 49°35' 58" E, for 170.36 feet; thence S 70°43' 07" E, for 86.18 feet; thence N 85°02' 43" E, for 170.49 feet; thence N 58°52' 32" E, for 109.24 feet; thence N 04°58' 40" E, for 60.98 feet; thence N 25°17' 01" E, for 42.87 feet; thence S 68°00' 13" E, for 117.90 feet; thence S 14°22' 36" W, for 4.22 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 100.00 feet, a central angle of 14°58' 49", an arc length of 26.15 feet and a chord bearing S 21°00' 08" W, for 26.07 feet to the point of reverse curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 100.00 feet, a central angle of 33°00' 48", an arc length of 57.62 feet and a chord bearing S 11°59' 09" W, for 56.82 feet to the point of tangency; thence S 04°31' 14" E, for 119.87 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 2766.00 feet, a central angle of 03°50' 13", an arc length of 185.23 feet and a chord bearing S 87°57' 26" W, for 185.19 feet to the point of tangency; thence S 89°52' 32" W, for 347.36 feet to the POINT OF BEGINNING, and containing 2.11 acres, more or less.

J. K. B. Jd
8/02/84

EXHIBIT B

This is NOT a survey.

O.R. 5921 PAGE 2167

N62°21'08"E, 35.19'



R=228.00
 $\Delta=49^{\circ}59'30''$
 A=190.98'
 C=192.68'
 CB=N87°21'25"E

R=100.00
 $\Delta=27^{\circ}35'31''$
 A=48.16'
 C=47.64'
 CB=N01°26'07"W

R=100.00
 $\Delta=10^{\circ}42'36''$
 A=18.64'
 C=18.67'
 CB=N09°52'33"W

1.38 Acres ±

West line of Sec. 35-27-16

N04°15'02"W 214.45'

N15°44'56"E 500.33'

R.O.D.

Northerly right-of-way line of RIDGEMOOR BOULEVARD

Southwest Corner of Northwest 1/4 of Section 35- Twp. 27S- Rge 16E

R=2766.00
 $\Delta=04^{\circ}39'52''$
 A=225.16'
 C=225.12'
 CB=S82°42'44"W

See Attached Legal Description.

FARRELL PARK / BROOKHAVEN

LAKE 1-C

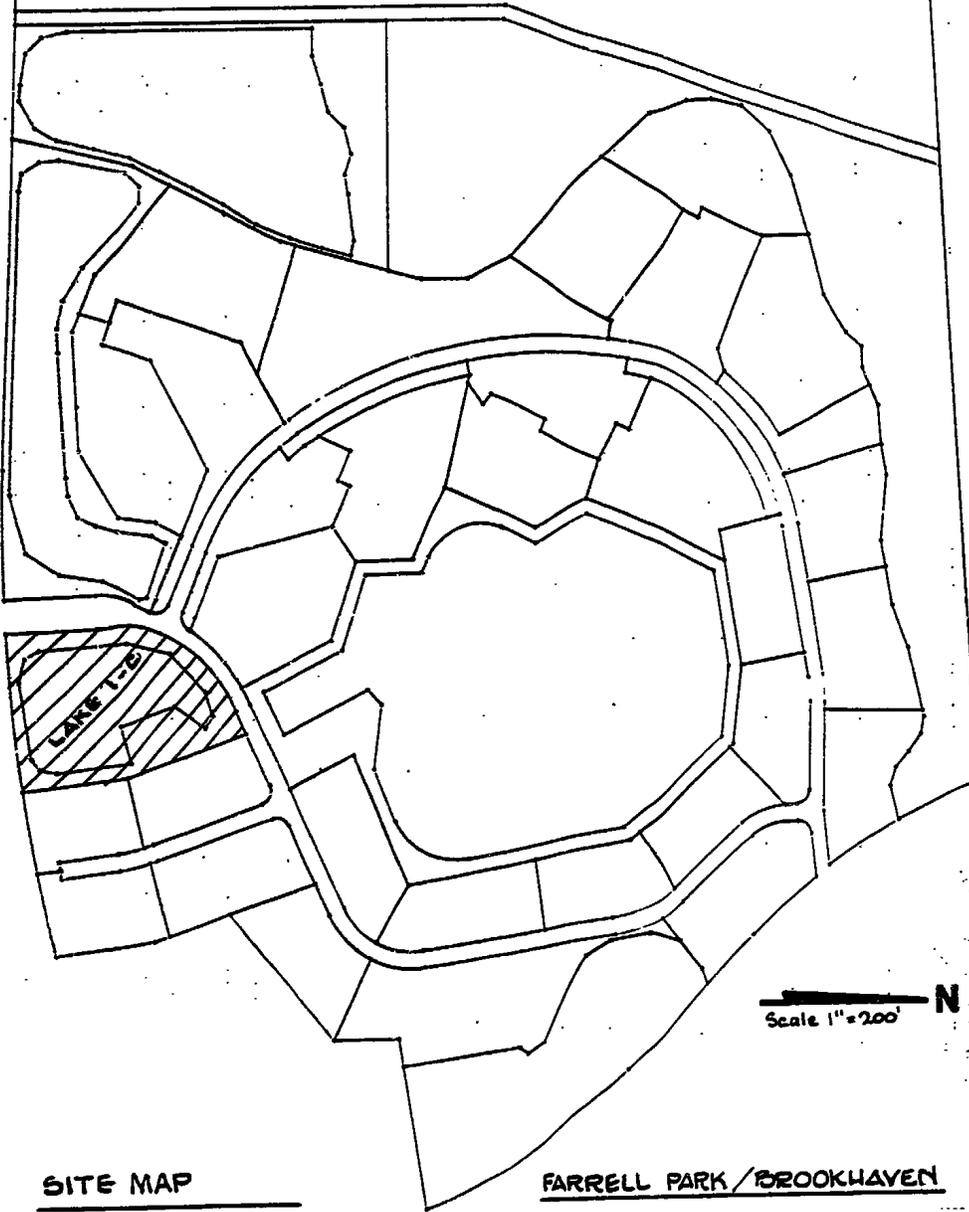
Job No. 525-911.41	Calculated by: MEF	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNGAN, INC. <i>J. K. L. Byrd</i> Professional Land Surveyor # 3000 State of Florida
Date 30 JULY 84	Drawn by: schuites	
Sheet 1 of 3	Checked by: JLP	POST, BUCKLEY, SCHUH & JERNGAN, INC. CONSULTING ENGINEERS and PLANNERS 948 ENTERPRISE ROAD, CLEARWATER, FLORIDA 34609

EXHIBIT B

This is NOT a survey.

C.S. 5921 A/E 2168

**Diagonal lines show the location of the subject common area.



SITE MAP
LAKE 1-C

FARRELL PARK / BROOKHAVEN

Job No. 525-911.41	Calculated by: MEP	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>John L. B. J.</i> Professional Land Surveyor # 3000 State of Florida
Date 30 JULY 84	Drawn by: Schultes	
Sheet <u>2</u> of <u>3</u>	Checked by: JLD	POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 2401 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33515

EXHIBIT B

LEGAL DESCRIPTION - LAKE 1-C

R.S. 5921 AGE 2169

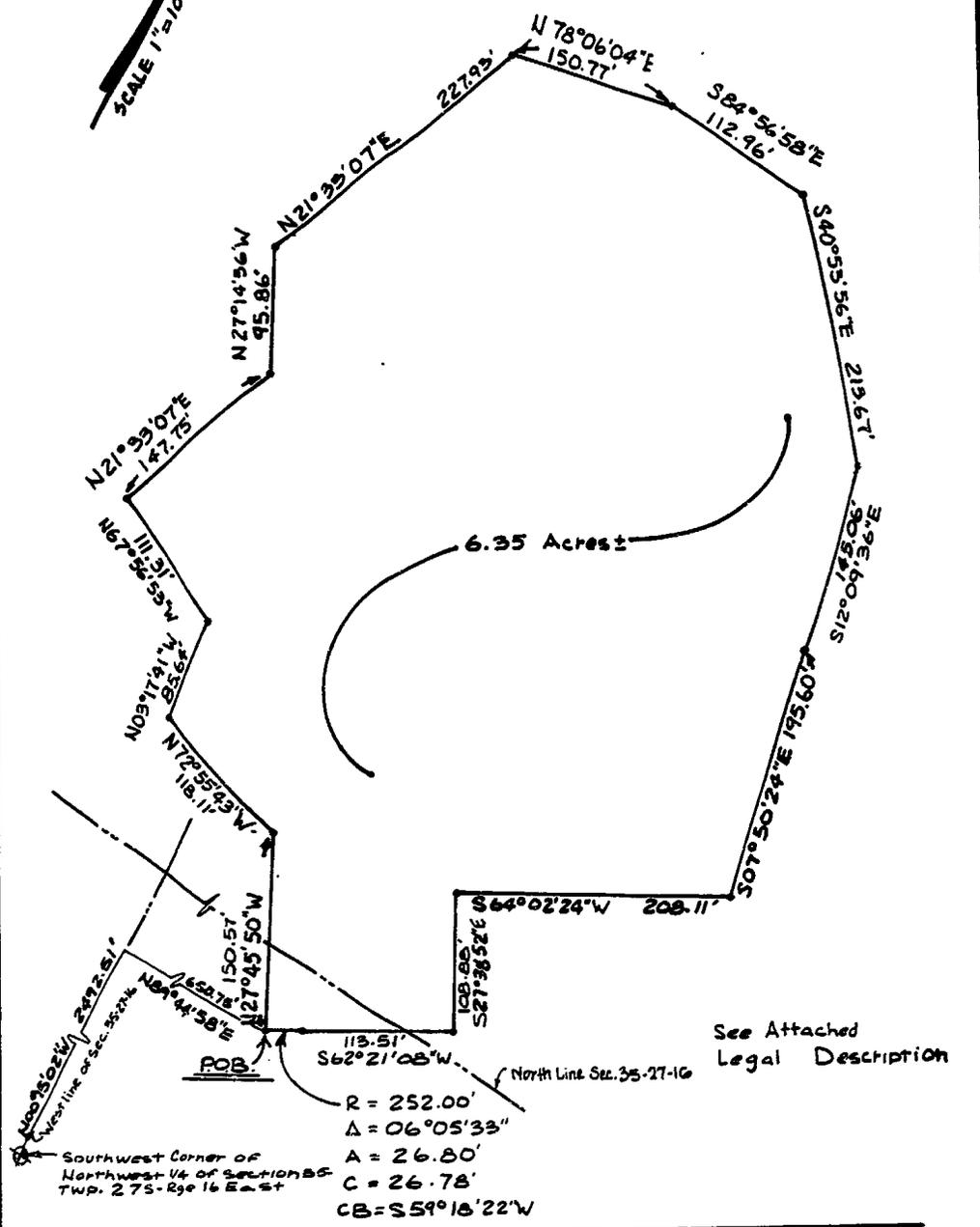
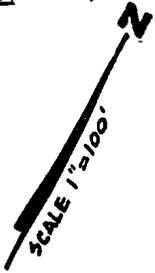
A tract of land lying in Section 35, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of said Section 35; thence N 00° 15' 02" W, along the West line of said Section 35, for 2146.45 feet; thence N 89° 44' 58" E, for 580.33 feet to the POINT OF BEGINNING, said point also being a point on the northerly right-of-way line of RIDGEMOOR BOULEVARD (a 200 foot right-of-way); thence, leaving said northerly right-of-way line N 04° 31' 14" W, for 119.92 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 100.00 feet, a central angle of 10° 42' 38", an arc length of 18.89 feet and a chord bearing N 09° 52' 33" W, for 18.87 feet to the point of reverse curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 100.00 feet, a central angle of 27° 35' 31", an arc length of 48.16 feet and a chord bearing N 01° 26' 07" W, for 47.89 feet to the point of compound curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 228.00 feet, a central angle of 49° 59' 30", an arc length of 198.93 feet and a chord bearing N 37° 21' 23" E, for 192.68 feet to the point of tangency; thence N 82° 21' 08" E, for 35.19 feet; thence S 19° 38' 52" E, for 198.37 feet; thence S 09° 05' 37" E, for 141.50 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 2768.00 feet, a central angle of 04° 39' 52", an arc length of 225.18 feet and a chord bearing S 82° 42' 44" W, for 225.12 feet to the POINT OF BEGINNING, and containing 1.38 acres, more or less.

J. K. L. Boyd
8/02/84

This is NOT a survey.

D.R. 5921 AGE 2170



See Attached Legal Description

FARRELL PARK/BROOKHAVEN

LAKE I-D

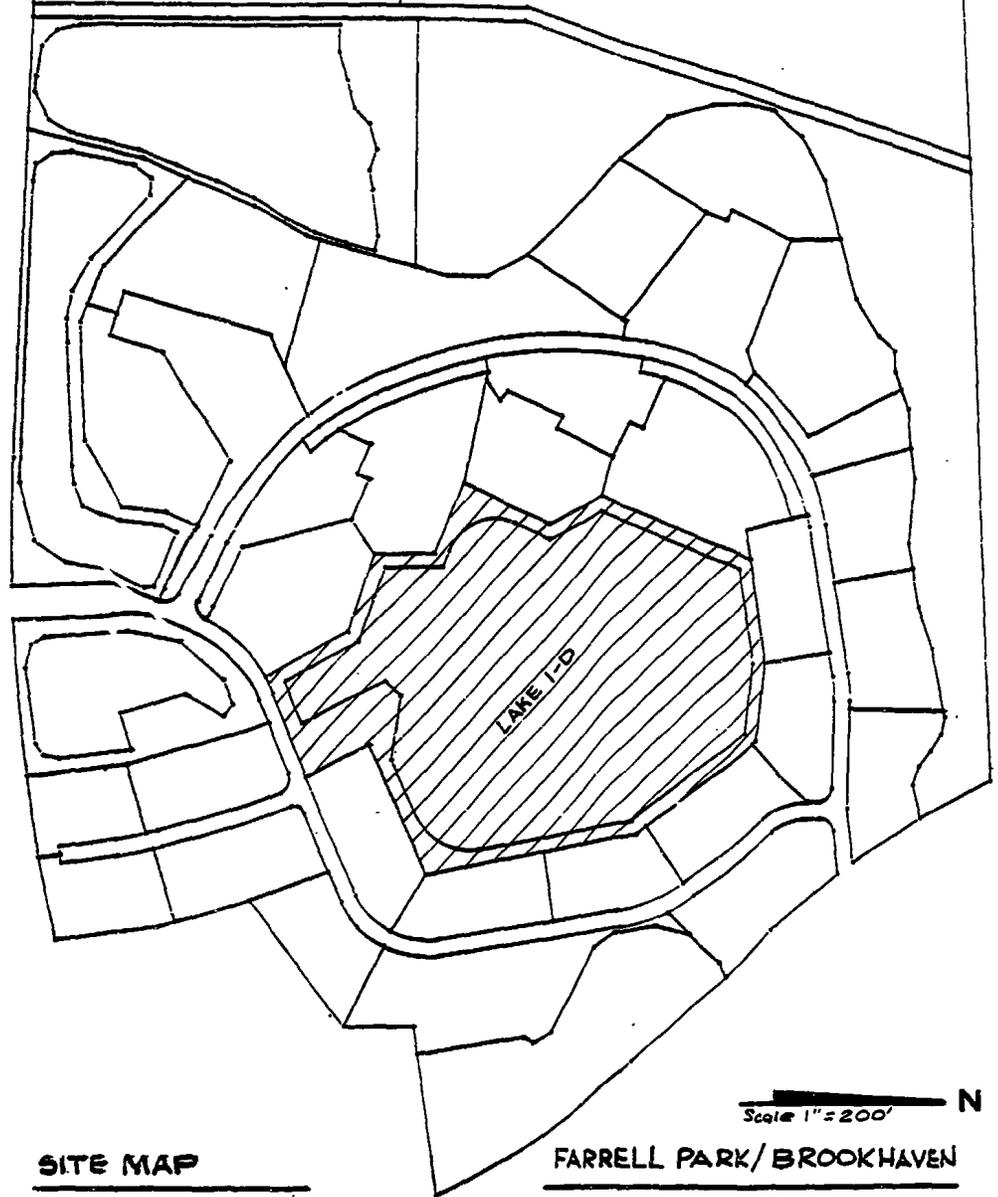
Job No. 525-911.41	Calculated by: MEF	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC.
Date 11-6-84 Add &/Rev.	Drawn by: L.F.	 Professional Land Surveyor # 3000 State of Florida
Sheet 1 of 3	Checked by: J.L.B.	POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 2401 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33609

EXHIBIT B

This is NOT a survey.

D.B. 5921 ABE 2171

**Diagonal lines show the location of the subject common area.



SITE MAP
LAKE 1-D

FARRELL PARK/BROOKHAVEN

Job No. 525-911.41	Calculated by: MEP	I hereby certify that the above sketch and legal description were prepared under my direct supervision and are true and correct to the best of my knowledge and belief. POST, BUCKLEY, SCHUH & JERNIGAN, INC. <i>J. K. B. J.</i> Professional Land Surveyor # 3000 State of Florida
Date 11-6-84	Drawn by: Schultes	
Sheet <u>2</u> of <u>3</u>	Checked by: JLD	
POST, BUCKLEY, SCHUH & JERNIGAN, INC. CONSULTING ENGINEERS and PLANNERS 200 ENTERPRISE ROAD, CLEARWATER, FLORIDA 34616		

EXHIBIT B

LEGAL DESCRIPTION - LAKE 1-D

A tract of land lying in Sections 35 and 26, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of said Section 35; thence N 00° 15' 02" W, along the West line of said Section 35, for 2492.51 feet; thence N 89° 44' 58" E, for 650.75 feet to the POINT OF BEGINNING; thence N 27° 45' 50" W, for 150.57 feet; thence N 72° 55' 43" W, for 118.11 feet; thence N 03° 17' 41" W, for 85.84 feet; thence N 67° 56' 53" W, for 111.31 feet; thence N 21° 33' 07" E, for 147.75 feet; thence N 27° 14' 56" W, for 95.86 feet; thence N 21° 33' 07" E, for 227.93 feet; thence N 78° 06' 04" E, for 150.77 feet; thence S 84° 56' 58" E, for 112.96 feet; thence S 40° 53' 56" E, for 213.67 feet; thence S 12° 09' 36" E, for 145.06 feet; thence S 07° 50' 24" E, for 195.60 feet; thence S 64° 02' 24" W, for 208.11 feet; thence S 27° 38' 52" E, for 108.88 feet; thence S 62° 21' 08" W, for 113.51 feet to the point of curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 252.00 feet, a central angle of 06° 05' 33", an arc length of 26.80 feet and a chord bearing S 59° 18' 22" W, for 26.78 feet to the POINT OF BEGINNING, and 6.35 acres, more or less.

J. K. B. d
11/15/84

State of Florida

D. N. 5921 - AGE 2173



Department of State

*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

RIDGEMOOR MASTER ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on January 16, 1985.*

The charter number for this corporation is NO7155.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
16th day of January, 1985



A handwritten signature in cursive script, appearing to read 'George Firestone'.

George Firestone
Secretary of State

WP-104 CER-101

ARTICLES OF INCORPORATION
OF
RIDGEMOOR MASTER ASSOCIATION, INC. R.S. 5921 AGE 2174

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned has this day voluntarily executed these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME

The name of the corporation is RIDGEMOOR MASTER ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II

ADDRESS

The principal office of the Association is located at 2437 U. S. Highway 19 North, Suite 410, Clearwater, Florida 33575.

ARTICLE III

REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Association shall be 2437 U. S. Highway 19 North, Suite 410, Clearwater, Florida 33575. The name of the Association's initial registered agent at such address shall be Richard T. Wisemiller.

Agency Accepted:

By:


Richard T. Wisemiller
Division Vice President

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property described on Exhibit A of the master Declaration for RIDGEMOOR MASTER ASSOCIATION, INC., herein called the "Properties", and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLES OF INCORPORATION

The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Common Area and certain other land within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to that certain Master Declaration of Covenants, Conditions and Restrictions for RIDGEMOOR now or hereafter recorded among the Public Records of Pinellas County, Florida, and any amendments or modifications thereof, herein together called the "Declaration". The recording of a Supplement to the Declaration from time to time pursuant to Article VII of the Declaration for the purpose of adding additional land shall automatically, and without need of amendment to these Articles of Incorporation or approval or consent of the Association or its members, bring such additional land within the jurisdiction of the Association, and such additional land shall be included within the term "Properties". Any amendment to the Articles of Incorporation filed to reflect such additional land shall not require consent or approval of the members of the Association but shall be executed by the President and Secretary of the Association. The Association is empowered to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for RIDGEMOOR, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Public Records of Pinellas County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all

licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area, including roadways, to any public agency, authority, or utility. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors agreeing to such dedication, sale or transfer;

(f) grant easements as to the Common Area to public and private utility companies including cable T.V., and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto:

(g) own, operate and maintain a sewage treatment plant and related facilities to provide sanitary sewer service to a portion of the RIDGEMOOR development and other developments;

(h) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(i) annex additional real property in accordance with the provisions of the Declaration, with such annexations, when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and membership of the Association to the real property thereby annexed;

(j) from time to time adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(k) contract for the maintenance and management of the Common Area, and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(l) open all or any portion of the Common Area; and

(m) have and exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V
MEMBERSHIP

Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, Unit or Parcel which is subject by the provisions of the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot, Unit or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one (1) such Lot, Unit or Parcel shall be entitled to one (1) membership for each Lot, Unit or

Parcel owned by him. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, Unit or Parcel which is subject to the provisions of the Declaration, but shall be automatically transferred by the conveyance of that Lot, Unit or Parcel. U. S. HOME CORPORATION, a Delaware corporation, herein called the "Declarant", shall be a member of the Association so long as it owns one (1) or more Lots, Units or Parcels.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot, Unit or Parcel, the vote for such Lot, Unit or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot, Unit or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two classes of voting memberships and voting rights related thereto are as follows:

A. Class A. Class A members shall be all Owners of Lots, Units and Parcels subject to assessment; provided, however, so long as there is Class B membership, the Declarant shall not be a Class A member. The voting rights appurtenant to Class A Lots, Units and Parcels shall be as follows:

1. Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.
2. Units. Owners of Class A Units shall be entitled to one (1) vote for each Unit owned.
3. Parcels. The Owner of a Class A Parcel designated on the General Land Plan for use for single-family detached homes shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the General Land Plan for use for attached

homes or condominiums shall be entitled to eight (8) votes per acre. Upon platting or the submission of such Parcel to condominium ownership, any portion so platted or submitted shall cease being a Parcel.

B. Class B. The Class B member shall be the Declarant. Class B Lots, Units and Parcels shall be all Lots, Units and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots, Units and Parcels shall be as follows:

1. Lots. The Declarant shall be entitled to nine (9) votes for each Class B Lot which it owns.
2. Units. The Declarant shall be entitled to nine (9) votes for each Class B Unit which it owns.
3. Parcels. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel designated on the General Land Plan for single-family detached homes, whether or not the Parcel is encumbered by the Declaration. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for attached homes or condominiums, whether or not the Parcel is encumbered by the Declaration.

C. Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots, Units and Parcels then subject to the terms of this Declaration shall become Class A Lots, Units and Parcels upon the happening of any of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
2. On December 31, 1999, or
3. When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VII hereof, such additional land shall automatically be and become Class B Lots, Units or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots, Units and Parcels then owned by the Declarant (calculated as if all such Lots, Units or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots, Units and Parcels owned by the Declarant shall automatically be reconverted to Class B. Any such reconversion shall not occur, however, if occurrence 2 or 3 above shall have taken place.

D. Computation. Where votes of a Class A or Class B member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre, and rounding to the nearest whole number. For example, if a Class A Parcel designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to ninety-seven (97) votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the By-Laws.

E. Quorum. Except as otherwise expressly required by the Declaration, the presence at a meeting of members, either in person or by proxy, of those entitled to cast at least one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) Directors, who need not be members of the Association. The number of

directors may be changed by amendment of the By-Laws of the Association. Until otherwise amended, the number of Directors shall be three (3). The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Names</u>	<u>Addresses</u>
Richard T. Wisemiller	2437 U. S. Highway 19 North Suite 410 Clearwater, Florida 33575
Carroll Neyrey	2915 State Road 590, Suite 16 Clearwater, Florida 33519
R. Timothy Peters	587 South Duncan Avenue Clearwater, Florida 33516

At the first annual meeting, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the directors for a term of three (3) years.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Names</u>	<u>Addresses</u>
Richard T. Wisemiller President	2437 U. S. Highway 19 North Suite 410 Clearwater, Florida 33575
Carroll Neyrey Vice President	2915 State Road 590, Suite 16 Clearwater, Florida 33519
Jennie Sankey Secretary/Treasurer	2915 State Road 590, Suite 16 Clearwater, Florida 33519

ARTICLE IX

G.S. 5921 PAGE 2182

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE X

INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or to which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XII

DURATION

The corporation shall exist perpetually.

AMENDMENTS

Amendment of these Articles shall require the assent of two-thirds (2/3) of all owners of lots, units or parcels.

ARTICLE XIV

SUBSCRIBER

The name and address of the subscriber of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
U. S. Home Corporation	2437 U. S. Highway 19 North Suite 410 Clearwater, Florida 33517

ARTICLE XV

INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles of Incorporation and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 29th day of October, 1984.

FILED
JAN 16 4 13 PM '88
CLEARWATER, FLORIDA
COUNTY CLERK

Signed, sealed and delivered in the presence of:

Chris Tillman
Russel Roberts

U. S. HOME CORPORATION
By: Richard T. Wisemiller
Division Vice President
Richard T. Wisemiller

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, a Notary Public in and for the State and County aforesaid, duly authorized to take acknowledgments, personally appeared Richard T. Wisemiller, as Division Vice President of U. S. HOME CORPORATION, to me well known, and he acknowledged before me that he executed, sealed and delivered the foregoing Articles of Incorporation for the uses and purposes therein expressed, as such officer, by authority and on behalf of said corporation, as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Clearwater, Florida, said County and State, this 29th day of October, 1984.

E. Phelps
Notary Public
My Commission Expires: 1996
State of Florida
Commission Expires: 1996

FILED
JUN 16 4 13 PM '85
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS
OF
RIDGEMOOR MASTER ASSOCIATION, INC. C.R. 5921 AGE 2185

ARTICLE I
NAME AND LOCATION

The name of the corporation is RIDGEMOOR MASTER ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 2437 U. S. Highway 19 North, Suite 410, Clearwater, Florida 33575, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to RIDGEMOOR MASTER ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions for RIDGEMOOR, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Unit or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include U. S. HOME CORPORATION.

BY-LAWS

Section 6 "Declarant" shall mean and refer to U. S. HOME CORPORATION, its successors and assigns, as provided in the Declaration.

Section 7. "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for RIDGEMOOR applicable to the Properties recorded in the Public Records of Pinellas County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 9. "Unit" shall mean and refer to a condominium parcel as that term is defined in Chapter 718, Florida Statutes (1980), pursuant to a recorded declaration of condominium.

Section 10. "Parcel" shall mean and refer to any part of the Properties other than Common Area, Lots, Units, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat is filed of record or for which a declaration of condominium is filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots or Units, as appropriate.

Section 11. All other terms defined in the Declaration shall have the same meaning when used herein.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within the first quarter-year after one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday or Saturday or Sunday, the meeting will be held on the first day following which is not a legal holiday, Saturday

or Sunday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of Article VI of the Declaration shall be given to all members not less than fifteen (15) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice, or by delivering the same to the member's address.

(b) Notice of all other meetings shall be given at least fifteen (15) days in advance to each member, either by mailing or delivering a copy of such notice, addressed to the member's address last appearing on the books of the Association, or by delivering the same to the member's address.

(c) Delivery of notice pursuant to subsection (a) or (b) to any co-owner of a Lot, Unit or Parcel shall be effective upon all such co-owners of such Lot, Unit or Parcel, unless a co-owner has requested the Secretary in writing that notice be given such co-owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third

(1/3) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot, Unit or Parcel.

Section 6. Majority Vote. The acts approved by a majority of the votes cast, either in person or by proxy, at a meeting at which a quorum is established shall constitute the acts of the members, except when approval by a greater or different voting majority is required by the Declaration, the Articles of Incorporation or these By-Laws.

Section 7. Voting Members. If a Lot, Unit or Parcel is owned by one person, his right to vote shall be established by the record title to the Lot, Unit or Parcel. If a Lot, Unit or Parcel is owned by a corporation, the officer, agent or employee thereof entitled to cast the vote of the corporation therefor shall be designated in a certificate for this purpose signed by the president or a vice president, and filed with the Secretary of the Association; provided, however, that with regard to any Lots, Units or Parcels owned by U. S. HOME CORPORATION such certificate is sufficient if signed by any division president or division vice president thereof. Except as hereafter provided with regard to a Lot, Unit or Parcel owned jointly by a husband and wife, if a Lot, Unit or Parcel is owned by more than one (1) person, the person entitled to cast the vote therefor shall be designated in a certificate signed by all of the record owners of the Lot, Unit or Parcel and

filed with the Secretary. The person designated in a certificate pursuant to this Section who is entitled to cast the vote for a Lot, Unit or Parcel, as well as any sole owner of a Lot, Unit or Parcel, shall be known as the "voting member". Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot, Unit or Parcel concerned. If a Lot, Unit or Parcel is owned jointly by husband and wife, the following four provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose the right to vote on that subject at that meeting.

(c) If they do not designate a voting member, and only one is present at a meeting, the person present may cast the vote, just as though he or she owned the Lot, Unit or Parcel individually and without establishing the concurrence of the absent person.

(d) If either or both are present at a meeting, the Lot, Unit or Parcel shall be counted as present for the purpose of determining a quorum.

Section 8. Waiver of Notice. Any Owner may waive notice of any annual or special meeting of members by a writing signed either before, at or after such meeting. Attendance by an Owner or his designated voting member at a meeting shall also constitute a waiver of the time, place and purpose of the meeting.

Section 9. Determination of Membership. For the purpose of determining the person entitled to notice under any provision of these By-Laws, the Articles of Incorporation, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership

shall be as shown on the books of the Association as of a date set by the Board of Directors, which date shall not be more than sixty (60) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the sixtieth (60th) consecutive calendar day prior to the date of such notice or of such meeting.

Section 10. Calculations. All determinations as to acreage calculations for voting or assessment purposes shall be made by the Secretary in good faith, based upon such information as is available to the Association. The Owner of any Parcel shall provide the Secretary with either a surveyor's or engineer's certification under seal of the acreage contained within such Parcel, unless the Board of Directors permits other evidence thereof. In the event the Owner of a Parcel or any other member shall dispute the acreage contained within a Parcel, it shall be incumbent upon such member to convincingly establish the actual acreage thereof.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one-third (1/3) of the directors for a term of one (1) year, one-third (1/3) of the directors for a term of two (2) years, and one-third (1/3) of the directors for a term of three (3) years; and at each annual meeting thereafter the members shall elect one-third (1/3) of the directors for a term of three (3) years. A director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members

of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board of directors, even though less than a quorum, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more other persons. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as

many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors present in person or by proxy shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present in person or by proxy at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Waiver of Notice. Notwithstanding any provision of these By-Laws as to notice, a director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a director shall also act as waiver of notice thereof.

Section 5. Adjourned Meeting. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Joinder of Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a

quorum and the action taken, and shall also constitute a waiver of notice as to such meeting.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the Common Area, including all recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, rights and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) operate and maintain a sewage treatment plant and related facilities to service a portion of the RIDGEMOOR development and other developments and to levy or establish assessments or charges and collect assessments or charges in connection with said facilities;

(e) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(g) authorize the execution of any easement as provided in Article IV of the Articles of Incorporation, or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where member consent or approval is expressly required by the terms of the Declaration, the Articles of Incorporation or these By-Laws.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot, Unit or Parcel at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment

has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area, other land and improvements, for which the Association is obligated for maintenance by the Declaration, to be maintained;

(h) operate and maintain any sewage treatment plant and related facilities owned or to be owned by the Association to service a portion of the RIDGEMOOR development and other developments and to levy or establish assessments or charges and collect assessments or charges in connection with said facilities; and

(i) perform such other functions and duties as may be provided by the Declaration or the Articles of Incorporation and not expressly reserved to the members.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times by members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be members of the Association.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require,

each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held simultaneously by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal;

serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 9. Duties Fulfilled by Manager. The Secretary and Treasurer may either or both be assisted in their duties by a manager employed by the Association to the extent authorized by the Board of Directors. If such a manager is employed, the manager may have custody of such books of the Association as the Board of Directors determines necessary or appropriate.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these By-Laws, and an Architectural Control Committee, as provided in the Declaration of Covenants, Conditions and Restrictions. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office

of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot, Unit or Parcel.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

RIDGEMOOR MASTER ASSOCIATION, INC.
FLORIDA
"NOT FOR PROFIT"
1984

The Association may use the before described Seal, a common seal, or any facsimile thereof.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall

control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of March and end on the last day of February of every year, except that the first fiscal year shall begin on the date of incorporation.

The foregoing was adopted as the By-Laws of RIDGEMOOR MASTER ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 21 day of NOVEMBER, 1984.

RIDGEMOOR MASTER ASSOCIATION,
INC.

By: Cawell J. Meyer
Secretary