

# State of Florida



Department of State

I certify from the records of this office that CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 20, 2004.

The document number of this corporation is N04000005065.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 104A00035829-052104-N04000005065-1/1, noted below.

Authentication Code: 104A00035829-052104-N04000005065-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-first day of May, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC., a Florida corporation, filed on May 20, 2004, as shown by the records of this office

I further certify the document was electronically received under FAX audit number H04000109846. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N04000005065.

Authentication Code: 104A00035829-052104-N04000005065-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-first day of May, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

May 21, 2004

CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC.  
8447 SOUTHWEST 99TH STREET ROAD  
OCALA, FL 34481

The Articles of Incorporation for CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC. were filed on May 20, 2004, and assigned document number N04000005065. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H04000109846.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

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

Neysa Culligan  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 104A00035829

**ARTICLES OF INCORPORATION OF  
CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC.**

The undersigned incorporator hereby acknowledges and adopts these Articles of Incorporation ("Articles") for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I  
DEFINITIONS**

**Section 1. Declaration.** "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Circle Square Ranch recorded or to be recorded by Declarant in the Marion County public records, as amended and supplemented from time to time.

**Section 2. Other Terms.** Unless expressly provided herein to the contrary, all capitalized terms used in these Articles shall have the meanings assigned to those terms by the Declaration.

**ARTICLE II  
NAME**

The name of the corporation is CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to herein as the "Master Association".

**ARTICLE III  
COMMENCEMENT, DURATION AND TERMINATION**

The Master Association shall commence existence upon the filing of these Articles with the Florida Department of State. The corporation shall have perpetual existence.

In the event of the termination, dissolution or final liquidation of the Master Association, then prior to such termination, dissolution or liquidation the control or right of access to the property containing any portions of the Surface Water Management System Facilities that are the responsibility of the Master Association shall be conveyed or dedicated to an appropriate governmental unit or public utility and, if not accepted, then the control or right of access to the said property and the Surface Water Management System Facilities located therein shall be conveyed to a non-profit corporation similar to the Master Association.

**ARTICLE IV  
PRINCIPAL OFFICE AND MAILING ADDRESS**

The initial principal office and mailing address of the Master Association is 8447 Southwest 99th Street Road, Ocala, Florida 34481. The Board may change the principal office and/or mailing address of the Master Association at any time and from time to time without amending these Articles.

**ARTICLE V  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Master Association is c/o Devito & Colen, 7243 Bryan Dairy Rd., Largo, Florida 33777, and the initial registered agent at that address is Gerald R. Colen, Esq. The Board may change the registered office and/or registered agent of the Master Association at any time and from time to time without amending these Articles.

**ARTICLE VI**  
**PURPOSE**

The purpose for which the Master Association is organized is to carry out the duties and exercise the powers imposed or conferred upon the Master Association pursuant to the Declaration.

**ARTICLE VII**  
**POWERS AND AUTHORITY**

**Section 1. Generally.** The Master Association shall have all the common law and statutory powers and authority of a corporation not for profit organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Master Association shall also have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the carrying out of any of the duties or the exercise of any of the powers of the Master Association for the benefit of the Members and for the maintenance, administration and improvement of the Common Property, Limited Common Property and Areas of Common Responsibility.

**Section 2. Certain Express Powers.** Without limiting the generality of Section 1 above, the Master Association shall have the following express powers and authority: (a) to acquire, own, operate, mortgage, encumber, convey, sell, lease and exchange property of any and all types and uses; (b) to operate and maintain the Surface Water management System Facilities (to the extent not performed by a CDD or a Neighborhood Association), including but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas; (c) to promulgate and enforce rules and regulations; (d) to levy and collect Assessments against the Members; (e) to sue and be sued; (f) to contract for services to provide for operation and maintenance of the Surface Water management System Facilities (to the extent not performed by a CDD or a Neighborhood Association); (g) to borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its operation, and to secure the same by mortgage or pledge; and (h) to take any other action necessary or desirable to carry out any purpose for which the Master Association has been organized.

**Section 3. Managers, Employees and Professionals.** The Master Association may also obtain and pay for the services of any person or entity to manage any of its affairs, to perform any of its duties or to exercise any of its prerogatives, and the Master Association may employ personnel for such purposes. In addition, the Master Association may engage engineering, architectural, construction, legal, accounting and other consultants whose services are necessary or desirable in connection with the operation of the Master Association and the administration and enforcement of the Governing Documents. All costs and expenses incurred for the employment of any manager, employee or consultant shall be a Common Expense, Limited Common Expense or Individual Assessment, as determined by the Board.

**Section 4. No Profits or Distributions.** The Master Association does not contemplate pecuniary gain or profit. The Master Association shall not pay dividends and no part of any income of the Master Association shall be distributed to its Members.

**ARTICLE VIII**  
**NO IMPLIED AUTHORITY**

No Member or Owner shall have any authority to act for or on behalf of, or to bind, the Master Association by reason of being a Member or Owner.

**ARTICLE IX**  
**MEMBERSHIP AND VOTING**

**Section 1. Members.** Declarant and each Neighborhood Association, including but not limited to the Existing Associations, shall be Members of the Master Association. The Master Association is intended to be an "umbrella organization of associations" as described in and contemplated by the Existing Declarations.

**Section 2. Transfers.** None of a Neighborhood Association's membership or voting interest in the Master Association, nor any of its interest, if any, in the funds or other assets of the Master Association, may be assigned, hypothecated or transferred by the Neighborhood Association. Declarant may freely assign, hypothecate and transfer to any other person or entity any of Declarant's membership or voting interest (including but not limited to any one or more of Declarant's Class "B" Member votes or, following conversion, any one or more of Declarant's Class "A" Member votes) in the Master Association, and any of its interest, if any, in the funds or other assets of the Master Association by instrument recorded in the Marion County public records.

**Section 3. Voting Rights.** The Master Association shall have two (2) classes of voting membership:

(a) **Class "A".** Each Neighborhood Association shall be a Class "A" Member. In addition, upon conversion of Class "B" membership to Class "A" membership as provided below, the former Class "B" Member shall be a Class "A" Member for so long as such former Class "B" Member owns any portion of the Overall Property that either has not yet been annexed to the Declaration or has been annexed but all Units contemplated by the Development Order and other applicable development approvals or entitlements to be developed and built thereon have not yet been created.

Each Neighborhood Association shall be entitled to one (1) vote for each Equivalent Unit assigned by the Declaration to the Units under the jurisdiction of that Neighborhood Association.

As of March <sup>3084</sup> 26, 2004: <sup>24</sup> (i) On Top of the World (Central) Owners Association, Inc. had three thousand eight hundred and two (3,082) Class "A" votes, based on one (1) vote for each one of the three thousand eight hundred and two (3,082) Residential Units (excluding existing condominium units) in the Existing Development then under the jurisdiction of that Neighborhood Association; <sup>305</sup> <sup>158</sup> (ii) On Top of the World (Central) Condominium Association, Inc. had twenty four (24) Class "A" votes, based on one (1) vote for each one of the twenty four (24) Residential Units in the Existing Development then under the jurisdiction of that Neighborhood Association; (iii) Candler Hills Neighborhood Association had three hundred five (305) Class "A" votes, based on one (1) vote for each one of the three hundred five (305) Residential Units in Candler Hills East Phase 1 then under the jurisdiction of that Neighborhood Association; and (iv) Indigo East Neighborhood Association had one hundred fifty eight (158) Class "A" votes, based on one (1) vote for each one of the one hundred fifty eight (158) Residential Units in Indigo East Phase 1 then under the jurisdiction of that Neighborhood Association.

Upon conversion of the Class "B" Member to Class "A" membership as provided below, the former Class "B" Member shall be entitled to one (1) vote for each Equivalent Unit that is potentially assignable in the future to the Units contemplated by the Development Order and other applicable development approvals or entitlements to be developed and built on the Overall Property but which have not yet been brought into existence as Units pursuant to the terms of the Declaration.

(b) **Class "B".** Declarant shall be the Class "B" Member. The Class B Member shall be entitled to three (3) votes for each Equivalent Unit that is potentially assignable in the future to the Units contemplated by the Development Order and other applicable development approvals or entitlements to be developed and built on the Overall Property but which have not yet been brought into existence as Units pursuant to the terms of the Declaration.

As of March 26, 2004, the Class "B" Member had one hundred one thousand seven (101,007) Class "B" votes, based on three (3) votes for each Equivalent Unit that is potentially assignable in the future to the Units contemplated by the Development Order and other applicable development approvals or entitlements to be developed and built on the Overall Property but which have not yet been brought into existence as Units pursuant to the terms of the Declaration.

Class "B" votes shall be reduced automatically by three (3) votes for each additional Class "A" vote that comes into existence after March 26, 2004, and also for each potential Unit presently contemplated by the Development Order and other applicable development approvals or entitlements to be developed and built on the Property Not Annexed that Declarant hereafter excludes from potential annexation to the Declaration and commits to a separate plan of development by written instrument recorded in the Marion County public records.

In addition, the Class "B" membership shall convert to Class "A" membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Master Association equals the total outstanding Class "B" votes;
- (ii) December 31, 2054; or
- (iii) When, in its discretion, Declarant so determines.

Upon the happening of any one of these events, Declarant shall advise the Members of the conversion of the Class "B" membership to Class "A" membership.

(c) **Manner of Voting.** The Members shall cast on all issues their votes as they among themselves determine. All votes of each Member must be cast in the same manner. No fractional votes shall be allowed. If any voting representative of a Member casts a vote, it shall thereafter be conclusively presumed for all purposes that he or she was acting with the authority and consent of that Member and all of its constituent members or Owners. Each Member shall maintain on file with the Secretary of the Master Association a certificate signed by the chief executive of the Member identifying the name of the person designated to represent the interests and cast the votes of that Member in meetings and proceedings of the Members of the Master Association. Each such certificate shall be conclusive in favor of the Master Association and the other Members unless and until changed or revoked by the applicable Member. For voting purposes, each Neighborhood Association with jurisdiction over any Residential Unit that is subject to a timeshare regime shall have one vote for each such Residential Unit (not one vote per timeshare interval). To the extent permitted by law, all voting of the timeshare units shall be carried out by the timeshare owners' association as the voting representative for all timeshare owners.

**Section 4. Quorum.** The holders of thirty percent (30%) of the voting interests in the Master Association, represented in person or by proxy, shall constitute a quorum at meetings of the Members of the Master Association.

**Section 5. Declarant Veto Power.** Until the total of the Class "A" votes (other than any Class "A" votes held by Declarant) equals ninety-five percent (95%) of the total membership vote of the Master Association, or December 31, 2054, whichever occurs first, Declarant shall have the power and authority to veto any and all decisions, actions, policies and programs of the Master Association and the Board. Declarant shall be provided written notice of each meeting of the Board or the Members at which any decision, action, policy or program will be considered, which notice shall be sent or delivered not less than ten (10) days prior to such meeting by certified mail, return receipt requested, next business day commercial courier service or personal delivery, and which notice shall set forth with reasonable particularity the agenda to be followed at that meeting. Declarant shall be given the opportunity at the meeting to have its representatives join in the discussion of the

proposed decision, action, policy or program of the Master Association or the Board. Except as provided below, Declarant's veto must be exercised by Declarant within twenty one (21) days after the meeting at which the decision, action, policy or program is voted upon or adopted. If any decision, action, policy or program is to be implemented or take effect without the formality of a meeting, then Declarant shall be provided written notice and description of the proposed decision, action, policy or program at least twenty one (21) days in advance of the implementation or taking effect thereof, and Declarant shall have twenty one (21) days after receipt of such notice and description to exercise its veto. No decision, action, policy or program of the Master Association or the Board shall be implemented or take effect unless and until all of the foregoing requirements are satisfied and only if Declarant does not exercise Declarant's veto power. If Declarant vetoes the proposed decision, action, policy or program of the Master Association or the Board, then the vetoed decision, action, policy or program shall not be implemented or take effect. Declarant's veto power does not include the power to require any affirmative action on the part of the Master Association or the Board.

**ARTICLE X**  
**GOVERNANCE**

**Section 1. Generally.** The Board and such officers as the Board may appoint shall conduct the affairs of the Master Association in accordance with the Governing Documents.

**Section 2. Qualifications.** Each officer and each director must be an officer, director, employee or appointee of any of any one or more of the following: (a) a Member, (b) Declarant, or (c) the Management Company.

**Section 3. Board of Directors.** The Master Association shall be governed by a Board consisting of three (3), five (5), seven (7), nine (9) or eleven (11) members. Initially, the Board shall consist of three (3) members, with the number thereafter to be determined by the members of the Board; provided, however, that there shall always be an odd number of directorships created and no director's term shall be shortened by reason of a resolution reducing the number of directors. At the discretion of the Board, the terms of the directors may be staggered.

The names and addresses of the members of the first Board of Directors who shall serve until their successors are appointed by Declarant or elected by the Members and have taken office are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Kenneth D. Colen	8447 Southwest 99th Street Road Ocala, Florida 34481
Philip Faranda	8447 Southwest 99th Street Road Ocala, Florida 34481
Elaine Jarosz	8447 Southwest 99th Street Road Ocala, Florida 34481

Anything in these Articles to the contrary notwithstanding, Declarant shall be entitled to designate all members of the Board until Owners other than Declarant own ninety percent (90%) of all Units ultimately to be administered by the Master Association. Members other than Declarant will be entitled to elect at least a majority of the members of the Board within three (3) months after ninety percent (90%) of the Units in all phases of the Overall Property that will ultimately be operated by the Master Association have been conveyed to Owners, or at such earlier date as may be selected by Declarant. Commencing when Owners other than Declarant own ninety percent (90%) of all Units ultimately to be administered by the Master Association and continuing thereafter for so long as Declarant holds for sale in the ordinary course of business at least five



percent (5%) of all Units ultimately to be administered by the Master Association, Declarant shall be entitled to designate at least one (1) member of the Board. For purposes of this paragraph, the term "Owners other than Declarant" shall not include builders, contractors, or others who purchase a Unit for the purpose of constructing improvements thereon for resale. After Declarant relinquishes control of the Board, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Master Association or selecting the majority of the members of the Board.

At such time as the Members other than Declarant have a right to elect one or more members if the Board as provided above, such directors shall be elected and subject to removal, and vacancies shall be filled, in the manner set forth in the Declaration or Bylaws of the Master Association.

**ARTICLE XI**  
**OFFICERS**

Subject to the direction and higher authority of the Board, the day-to-day affairs of the Master Association shall be administered by the officers of the Master Association appointed from time to time by the Board. The officers shall include a Chairman of the Board, a President, one or more Vice Presidents, a Secretary and a Treasurer, and may also include such other officers as may be appointed from time to time by the Board. The officers shall be appointed by the Board and they shall serve at the pleasure of the Board. The officers who shall serve until their successors are appointed by the Board and have taken office are as follows:

<u>OFFICE</u>	<u>NAME AND ADDRESS</u>
Chairman and President	Kenneth D. Colen 8447 Southwest 99th Street Road Ocala, Florida 34481
Vice Chairman and Vice President	Philip Faranda 8447 Southwest 99th Street Road Ocala, Florida 34481
Secretary and Treasurer	Elaine Jarosz 8447 Southwest 99th Street Road Ocala, Florida 34481

**ARTICLE XII**  
**BYLAWS**

The Bylaws of the Master Association shall be adopted by the initial Board of Directors and may be amended in the manner provided in the Bylaws.

**ARTICLE XIII**  
**EXCULPATION AND INDEMNIFICATION**

All agreements entered into by the directors and officers of the Master Association on behalf of and with the authority of the Master Association shall be deemed executed by them as agent for the Master Association and the Master Association shall indemnify and hold them harmless from and against all contractual liabilities to others arising out of such agreements.

Except to the extent a director or officer has knowledge concerning a matter in question that makes reliance unwarranted, a director or officer, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more

officers or employees of the Master Association whom the director or officer reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director or officer reasonably believes are within the persons' professional or expert competence; or a committee of directors if the director or officer reasonably believes the committee merits confidence.

In the absence of bad faith, illegality and gross negligence, no director or officer of the Master Association shall be liable to the Master Association, any Member or any Owner for any decision, action or omission made or performed by such director or officer in the course of his or her duties on behalf of the Master Association.

The Master Association shall defend, indemnify and hold harmless any person who is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Master Association, but only if and to the extent he or she acted in good faith, without gross negligence and, with respect to any criminal action or proceeding, he or she reasonably believed his or her conduct was lawful. This obligation includes, without limitation, payment of all judgments, fines, penalties, interest, settlement amounts and expenses (including without limitation court costs and reasonable attorney, paralegal and expert fees and disbursements, and all other costs and expenses reasonably incurred in connection with any litigation or administrative, bankruptcy or reorganization proceeding) actually and reasonably incurred by him or her in connection with any such action, suit or proceeding.

The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person did not reasonably believe that his or her conduct was lawful.

Expenses incurred in defending an action, suit or proceeding covered by this article shall be paid by the Master Association as incurred from time to time rather than only after the final disposition of such action, suit or proceeding. Payment of such expenses shall be authorized by the Board in each specific case only after receipt by the Master Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he or she is not entitled to be defended, indemnified and held harmless by the Master Association.

The defense, indemnification and hold harmless provided by this article shall not be deemed to be exclusive of any other rights to which the Master Association's directors and officers may be entitled under the Governing Documents, any agreement binding on the Master Association, any vote of the Members or disinterested directors, applicable law or otherwise. The rights of defense, indemnification and hold harmless hereunder shall continue as to a person who has ceased to be a director or officer for all actions, events and circumstances taken or occurring while he or she held office and said rights shall inure to the benefit of the personal representatives and heirs of any such person.

The Master Association shall have the power, but shall not be obligated, to purchase and maintain at Common Expense insurance to provide coverage for any liability asserted against or expense incurred by any director or officer of the Master Association in his or her capacity as such, whether or not the Master Association would have the power to indemnify him or her under this article.

The Master Association shall be only obligated to indemnify a person otherwise entitled to indemnification under this article if and to the extent such person is not indemnified by any insurance maintained by the Master Association or that person. Accordingly, any person otherwise entitled to indemnification under this article shall first seek indemnification from any insurance maintained by the Master Association or that person before seeking indemnification from the Master Association. If and to the extent any judgment, fine, penalty, interest, settlement amount or expense is paid pursuant to insurance maintained by the

Master Association or the person entitled to indemnification, the Master Association shall have no obligation to reimburse the insurance company.

**ARTICLE XIV**  
**TRANSACTION IN WHICH DIRECTOR OR OFFICER IS INTERESTED**

No contract or transaction between the Master Association and any one or more of its directors or officers, or between the Master Association and any Affiliate or other corporation, partnership, association, or other organization in which one or more of the Master Association's directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his, her or their votes are counted for such purpose. No director or officer of the Master Association shall incur liability by reason of the fact that he or she is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

**ARTICLE XV**  
**AMENDMENTS**

**Section 1. Members.** Subject to the limitation set forth in Subsection (c) below, the veto power of the Declarant as set forth in the Declaration and any limitation on amendment imposed by law, these Articles may be amended by the Members in accordance with this section. The Members may change or amend any provision hereof either by written agreement setting forth the amendment and signed by the holders of at least two-thirds (2/3) of the votes in the Master Association (without regard to class), or by causing an amendment resolution to be adopted by the Members by vote at a meeting duly called for that purpose. A proposed amendment may be initiated by Declarant, by the Board or by petition signed by holders of at least ten percent (10%) of the votes in the Master Association.

(a) If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Member at least thirty (30) days but not more than ninety (90) days prior to the meeting to vote on the proposed amendment, and the affirmative vote required for adoption shall be two thirds (2/3) of the votes of those Members (without regard to class) who shall be present in person or by proxy at a meeting duly called for that purpose.

(b) The amendment shall take effect upon the recordation in the Marion County public records of either one of the following, or at any later date specified in the amendment itself: (i) an executed agreement of the Members, as provided above; or (ii) a certified copy of a resolution duly-adopted by vote of the Members, as provided above, and signed by an officer of the Master Association. If applicable, the recorded officer's certificate shall recite that notice was given as required above and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such officer's certificate.

(c) For so long as Declarant shall own any portion of the Properties or shall have the right to annex Additional Property to the Declaration, no Declarant related amendment shall be made to any of the Governing Documents unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following: (i) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Members or Owners; (ii) modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status; (iii) modifies or repeals any provision of Article II of the Declaration; (iv) alters the character and rights of membership as provided for by Article IX of these Articles or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Master Association; (v) alters or conflicts with any agreement between Declarant and any governmental or quasi-governmental authority or

utility provider respecting any land use or zoning approval or entitlement, street, easement or facility relating to or serving any of the Properties; (vi) denies the right of Declarant to convey to the Master Association any Common Property or Limited Common Property; (vii) modifies the basis or manner of assessment or exemption from assessment applicable to Declarant or any lands or improvements owned by Declarant; or (viii) alters or repeals any provision of the Governing Documents pertaining to Declarant's rights.

**Section 2.** **Declarant.** For so long as Declarant is entitled to appoint a majority of the members of the Board of the Master Association, Declarant may amend these Articles by an instrument in writing filed in the Marion County public records, without the approval of the Master Association, any Member, any Owner or any mortgage holder; provided, however, that: (a) if the proposed amendment by Declarant pursuant to this section would materially and adversely alter or change any Owner's right to the use and enjoyment of that Owner's Unit, the Common Property or the Limited Common Property as set forth in this Declaration or would adversely affect the marketability of title to any Unit, the amendment shall require the written consent of the Members holding a majority of the Class "A" votes in the Master Association; and (b) if the proposed amendment by Declarant pursuant to this section would materially and adversely affect the security interest of any lender, the amendment shall require the written consent of the lender so affected by the proposed amendment. Any amendment made pursuant to this section shall be certified by Declarant as having been duly approved by Declarant, and, if required, by the applicable Owner or lender, and shall be effective upon being filed in the Marion County public records, or upon such later date as may be specified in the amendment itself.

Each Owner, by acceptance of a deed or other conveyance to a Unit, and each Member, agrees to be bound by such amendments as are permitted by this section and further agrees that, if requested to do so by Declarant, the Owner or Member will consent to the amendment of these Articles if either: (a) the amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which shall be in conflict therewith; (b) the amendment is necessary to enable a licensed title insurance company to issue title insurance coverage with respect to any of the Properties; (c) the amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, Federal Department of Housing and Urban Development, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender, purchaser or guarantor to make or purchase mortgage loans on any of the Properties; or (d) the amendment is necessary to enable any governmental agency or a licensed private insurance company to insure mortgages on any of the Properties.

**Section 3.** **Surface Water Management System Facilities.** Any amendment to these Articles that would affect the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the District.

**Section 4.** **Community Amenities Provider.** Any amendment to these Articles that would affect the Community Amenity Property or the rights of the Community Amenities Provider under the Declaration must have the prior written approval of the Community Amenities Provider.

**Section 5.** **Recording.** A copy of each amendment shall be filed with the Secretary of State in accordance with Florida law and a copy certified by the Secretary of State shall be recorded in the Marion County public records.

**Section 6.** **Limitation.** These Articles may not be amended or interpreted so as to conflict with the Declaration. In the event of any such conflict, the provisions of the Declaration shall prevail.

**ARTICLE XVI**  
**INCONSISTENCY**

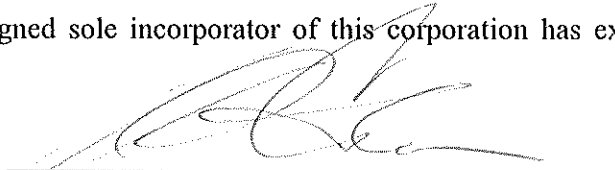
In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

**ARTICLE XVII**  
**INCORPORATOR**

The name and street address of the sole incorporator to these Articles of Incorporation is as follows:

Kenneth D. Colen  
8447 Southwest 99th Street Road  
Ocala, Florida 34481

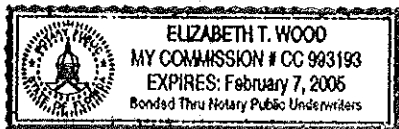
IN WITNESS WHEREOF, the undersigned sole incorporator of this corporation has executed these Articles on this 26th day of March, 2004.

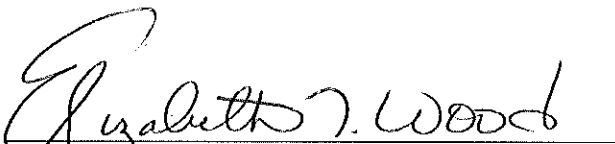
  
\_\_\_\_\_  
Kenneth D. Colen

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF MARION        )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2004 by Kenneth D. Colen. He is personally known to me.

Notary Stamp:



  
\_\_\_\_\_  
Signature of Notary Public  
Printed Name: Elizabeth T. Wood

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR  
SERVICE OF PROCESS**

This Certificate is submitted pursuant to Section 48.091 and Section 607.0501, *Florida Statutes*.

CIRCLE SQUARE RANCH MASTER ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its initial registered office at c/o Devito & Colen, 7243 Bryan Dairy Rd., Largo, FL 33777, has named Gerald R. Colen, Esq. as its agent to accept service of process within this state.

**ACKNOWLEDGMENT:**

Having been named to accept service of process for the corporation named above, at the place designated in this Certificate, I hereby accept appointment as registered agent, agree to act in this capacity, and agree to comply with the provisions of said statutes relative to keeping open said office. I acknowledge that I am familiar with the obligations of a registered agent under Florida law.

Registered Agent:

  
\_\_\_\_\_  
Gerald R. Colen, Esq.

Dated: March 26, 2004