

Prepared by and return to:
Eric N. Appleton, Esq.
Bush Ross, P.A.
1801 N. Highland Ave.
Tampa, FL 33602

**SECOND AMENDED AND RESTATED BYLAWS OF
SUN CITY CENTER WEST MASTER ASSOCIATION, INC.**

The date of this Second Amended and Restated set of Bylaws of Sun City Center West Master Association, Inc., a Florida not-for-profit corporation, is August 10th, 2015.

RECITALS

WHEREAS, the Bylaws of Sun City Center West Master Association, Inc., a Florida corporation not for profit (the "Master Association"), were originally filed with the Secretary of State of the State of Florida on May 29, 1973 and recorded at Official Records Book 2685, Page 934, in the public records of Hillsborough County, Florida (the "Bylaws"); and

WHEREAS, the Bylaws were subsequently amended through changes to the Articles of Incorporation of the Master Association by that certain filing with the Secretary of State of the State of Florida on February 17, 1989 and recorded at Official Records Book 5626, Page 446, in the public records of Hillsborough County, Florida, and by changes to the Articles of Incorporation of the Master Association by that certain filing made with the Secretary of State of the State of Florida on April 1, 2002; and

WHEREAS, the Bylaws were subsequently amended again by the filing of the Amended and Restated Bylaws of Sun City Center West Master Association, Inc., as recorded in Official Records Book 19851, Page 1125, public records of Hillsborough County, Florida (the "First Amended and Restated Bylaws"); and

WHEREAS, the Board of Directors of the Master Association consented, approved, and agreed to amend and restate the Bylaws of the Master Association by written action without a meeting pursuant to Section 617.0821, Florida Statutes to allow the Master Association to record the Second Amended and Restated Bylaws of Sun City Center West Master Association, Inc. in the public records of Hillsborough County, Florida;

WHEREAS, the sole voting member of the Master Association, Minto Communities, LLC, consented, approved, and agreed to amend and restate the Bylaws of the Master Association by written action without a meeting of the members pursuant to Section 617.0701(4), Florida Statutes to allow the Master Association to record the Second Amended

and Restated Bylaws of Sun City Center West Master Association, Inc. in the public records of Hillsborough County, Florida.

NOW, **THEREFORE**, Brian Cate, as President, and Theodore Neuweiler III as Secretary, of Sun City Center West Master Association, Inc. do hereby certify that, on August 10th, 2015 the Board of Directors and the Membership of the Master Association duly approved the Second Amended and Restated Bylaws of Sun City Center West Master Association, Inc. attached hereto and incorporated herein as Exhibit "A".

Signed, sealed and delivered in the presence of:

Sun City Center West Master Association, Inc.

Falen Deal
Print name: Falen Deal

By: [Signature]
Print Name: Brian Cate
President

Jordanna Siebert
Print name: Jordanna Siebert

Signed, sealed and delivered in the presence of:

ATTEST:

Falen Deal
Print name: Falen Deal

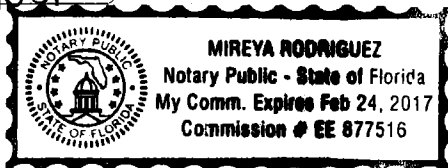
By: [Signature]
Print Name: Theodore Neuweiler III
Secretary

Jordanna Siebert
Print name: Jordanna Siebert

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10th day of August, 2015, by Brian Cate and Theodore Neuweiler III as President and Secretary, respectively, of Sun City Center West Master Association, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Second Amended and Restated Bylaws of Sun City Center West Master Association, Inc., and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 10th day of August, 2015.



[Signature]
NOTARY PUBLIC, State of Florida
My Commission Expires:

EXHIBIT "A"

**ARTICLE I
DEFINITIONS**

Section 1. **"Articles"** means the Articles of Incorporation of the Master Association, as may be amended from time to time.

Section 2. **"Assessment"** means the amount of money assessed against a Member Association for the payment of the Member Association's share of common fees, expenses and any other funds or amounts which a Member Association may be required to pay to the Master Association.

Section 3. **"Board"** means the Master Association's Board of Directors.

Section 4. **"Common Area"** means any real property whether improved or unimproved, or any interest therein, which from time to time is owned by the Master Association for the common use and enjoyment of all Member Associations and their Owners, and which is located within the Property.

Section 5. **"Common Expense"** means all expenses properly incurred by the Master Association in the performance of its duties. Such expenses shall be the proper subject of the Master Association's assessment power, in addition to such other proper costs and expenses.

Section 6. **"County"** means Hillsborough County, Florida.

Section 7. **"Developer"** means Minto Communities, LLC, including its subsidiary companies, successors and assigns.

Section 8. **"Dwelling"** means a residential dwelling structure constructed upon a Lot or a Condominium Unit.

Section 9. **"Governing Documents"** means and refers to the Articles of Incorporation and Bylaws of the Sun City Center West Master Association, Inc.

Section 10. **"Kings Point"** means the community of Kings Point in Sun City Center West, Florida.

Section 11. **"Law"** includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any office, agency, or instrumentality of any such municipality, and from time to time applicable to the Property or to any activities on or about the Property.

Section 12. **"Local Government"** shall mean Hillsborough County and its respective departments, divisions, and employees, as any or each of the foregoing may have proper jurisdiction, control or authority under the particular circumstances.

Section 13. “**Lot**” means a platted or unplatted parcel of real property within Kings Point where the parcel owner is obligated to be a Member of a Homeowners Association that is a Member Association of the Master Association.

Section 14. “**Master Association**” means Sun City Center West Master Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes.

Section 15. “**Member**” or “**Member Association**” means every condominium association and homeowners’ association within the Properties. At the time of recording of this Second Amended and Restated set of Bylaws that are 114 Member Associations, which are listed in Exhibit “B” hereto.

Section 16. “**Mortgage**” means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. “**First Mortgage**” means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 17. “**Mortgagee**” means any Person named as the obligee under any Mortgage, or the successor in interest to such Person. A “**First Mortgagee**” is the holder of a First Mortgage on a Lot.

Section 18. “**Occupant**” means the Person or Persons, other than the Owner, who is in possession or has use of a Lot, and shall, where context so requires, include the Owner.

Section 19. “**Officer**” means and refers to a Director who serves as the President, Vice President, Secretary and Treasurer of the Master Associations, Inc., unless otherwise indicated.

Section 20. “**Owner**” means the record owner, whether one or more Persons or a legal entity, of the fee simple title to any Lot or Unit, including contract sellers, but excluding any other Person holding such fee simple title only as security for the performance of an obligation.

Section 21. “**Person**” means any natural person or artificial entity having legal capacity.

Section 22. “**Plat**” means each final official map or plat of the Property, which map or plat is recorded and such map or plat shall include the subdivided real property, covenants, restrictions, easements and dedications therein described.

Section 23. “**Properties**” or “**Property**” means the lands described Exhibit “A” containing the Development.

Section 24. “**Recall Petition**” and “**Recall Agreement**” mean a written petition with Owner signatures intended to remove a Master Association Director from office in accordance with the Second Amended and Restated Bylaws.

Section 25. “**Recorded**”, “**Recording**”, “**recorded**” or “**recording**” means filed for record in the Public Records of the County.

Section 26. **“Representative Capacity”** means an authorized person serving as the representative of a Member Association.

Section 27. **“Rules and Regulations”** means the rules and regulations of the Master Association governing the use of the Properties.

Section 28. **“Structure”** means any temporary or permanent improvement built or placed upon a Lot.

Section 29. **“Surface Water Management System Facilities”** shall mean: the facilities 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.

Section 30. **“SWFWMD”** or **“District”** means and refers to the Southwest Florida Water Management District.

Section 31. **“Unit”** means a part of a Member Association’s Condominium that is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in a Member Association’s Declaration of Condominium, as originally recorded in Hillsborough County public records.

ARTICLE II MEMBERSHIP

Section 1. Members shall be corporate entities that shall vote in their Representative Capacity. Unit Owners and Lot Owners shall not be Members of the Master Association, and they do not individually have voting rights of any kind.

Section 2. When voting in its Representative Capacity a Member Association shall have one (1) vote, regardless of the size of the Members Association. Weighted voting by Member Associations shall be prohibited.

Section 3. The President or, in the absence of the President, an Officer of a Member Association shall exercise the vote for the Master Association Member when a vote is taken in a Representative Capacity and otherwise represent its interests at meetings or in the conduct of the affairs of the Master Association. Each Member Association shall submit to the Master Association Secretary a list of its Officers, designating the persons who, in the absence of the President, may vote in a Representative Capacity for the Master Association Member and the sequence in which they are authorized to represent the Member Association at any Master Association meeting. The Master Association shall revise the list as needed, and the Master Association shall rely on the latest list filed with the Master Association’s Secretary.

**ARTICLE III
BOARD OF DIRECTORS**

Section 1. There shall be five (5) Directors on the Master Association Board of Directors.

Section 2. Each Director shall be entitled to cast one (1) vote on any matter upon which the Board of Directors votes. Directors may not vote by proxy.

**ARTICLE IV
REGULAR AND SPECIAL MEETINGS OF MEMBERS**

Section 1. The Master Association shall conduct an Annual Membership meeting, at which meeting an election of directors shall occur. Notice of the Annual Membership Meeting shall be posted at the Master Association's principal place of business in Sun City Center, Florida at least sixty (60) days before the Annual Membership Meeting. Notice of the Master Association's Annual Membership meeting shall also be given to the Master Association Members by sending a copy of the notice through the mail, postage thereon fully prepaid, to the Master Association Member's address appearing on the records of the Master Association or by hand delivery to the Master Association Member's mailbox at Kings Point. No further notice shall be required unless the time, date or location is changed.

Section 2. Special meetings of the Master Association Members, for any purpose, may be called at any time by a majority of the Master Association directors, or upon written request of not less than twenty five percent (25%) of the Master Association Members. Business transacted at all special Master Association Membership meetings shall be confined to the matters stated in the notice.

Section 3. Notice of special Master Association Membership meetings shall be given to the Master Association Members by sending a copy of the notice through the mail, postage thereon fully prepaid, to the Master Association Member's address appearing on the records of the Master Association or by hand delivery to the Master Association Member's mailbox at Kings Point.

Section 4. The Board of Directors of each Master Association Member shall register or confirm its mailing address for purposes of receiving all notices from the Master Association with the Master Association Secretary on or before February 28 of each calendar year. The Master Association Member shall revise its address of record with the Master Association as needed, and the Master Association shall rely upon the latest list filed with the Master Association's Secretary.

Section 5. The quorum for any meeting of the Master Association Membership shall be twenty five (25%) of the total voting interests of the Master Association Members, unless otherwise provided for herein. In order to be deemed present at a Master Association Membership meeting, a duly authorize person acting in a Representative Capacity for the Master Association Member must be present at the Master Association Membership meeting.

Section 6. At a meeting at which the Master Association Members may be voting on a matter in their Representative Capacity, and at which a quorum is present, unless otherwise provided for in these Bylaws or in the Articles of Incorporation, a majority vote of the Master Association Member's voting interests present at the meeting shall constitute an action of the Master Association Membership.

Section 7. If any meeting of the Master Association Members cannot be organized because a quorum is not present, the meeting may be adjourned, continued, and rescheduled from time to time until a quorum is established.

Section 8. Owners may attend Master Association Member meetings and be allotted time to speak; however, the Members of the Master Association shall have the exclusive right and power to adopt reasonable rules governing the frequency, duration and manner of meeting procedures, including, but not limited to Owner statements.

ARTICLE V ELECTION OF DIRECTORS

Section 1. Election of Directors shall be conducted by the Standing Election Committee (hereinafter the "SEC") in accordance with Florida Statutes governing this corporation, these Bylaws and operating procedures adopted from time to time. There shall be three (3) members of the SEC. Two (2) members of the SEC shall be Directors with terms not expiring at the next annual Membership meeting. The third member of the SEC shall be an independent volunteer Owner who is not a member of the Master Association Board of Directors or a candidate. Each member of the SEC shall be nominated by the President and appointed to the SEC based upon the approval of a majority vote of the Master Association's Board of Directors.

A. In order to be nominated for the office of Director of the Master Association, and in order to be eligible to serve as a Director of the Master Association, a person shall, at the time of nomination and election, be an Owner of a Condominium Unit or a Lot that is subject to the jurisdiction of a Member Association. In accordance with Article I, Section 20 hereof, the term "Owner" shall mean and include the record title holder of a Unit or a Lot, including the authorized representative of a corporation, trust or personal representative of an estate that holds title to a Unit or a Lot within Kings Point, which Unit or Lot is subject to the jurisdiction of the Master Association. A Director shall remain an Owner of a Condominium Unit or a Lot that is subject to the jurisdiction of a Member Association for the duration of his or her term of office. In the event that a Director ceases to be an Owner of a Condominium Unit or a Lot that is subject to the jurisdiction of a Member Association, the Director shall be deemed to have resigned from office at the same time the Director ceased being an Owner of a Condominium Unit or a Lot that is subject to the jurisdiction of a Member Association. This provision is intended to prohibit any person from serving on the Master Association Board where he or she does not own a Condominium Unit or a Lot that is subject to the jurisdiction of a Member Association. The requirements set forth herein concerning Directors' eligibility shall only be based upon property ownership, not actual residency status. In addition to the requirements set forth above, in order to be nominated for the office of Director of the Master Association, and in order to be eligible to serve as a Director of the Master Association, a person shall not be more than ninety (90) days

delinquent in the payment of any monetary obligation to any Member Association. Furthermore, in no event shall any candidate for the office of Director of the Master Association be eligible to serve in office if they have been convicted of a felony of any kind, unless they have had their civil rights duly restored. At the time of application to become a Director, and from time to time as required by the Board, every candidate and Director shall be required to affirm, in writing and under oath that he or she is in compliance with the requirements of this paragraph. Notwithstanding the foregoing, there shall be no requirement that a candidate, nominee, officer or director on the Master Association's Board of Directors serve in any other position or office, including on a Member Association's Board of Directors. In addition to the foregoing, no person shall simultaneously serve on the Master Association's Board of Directors and the Board of Directors of the Federation of Kings Point Associations, Inc. Should any person attempt to serve on the Board of Directors of the Master Association and the Federation of Kings Point Associations, Inc. simultaneously, they shall be deemed to have resigned from the Master Association Board of Directors.

B. Not less than sixty (60) days prior to the Annual Meeting of the Master Association, the SEC shall notify all Members of vacancies on the Master Association's Board of Directors and invite Owners to nominate themselves in writing for the Board vacancies. Nominations and a certificate stating the candidate's willingness to serve, shall be submitted by the candidate and received by the SEC no later than forty (40) days prior to the end of the Annual Meeting of the Master Association. In the event there are not sufficient nominations of candidates to fill all open seats on the Master Association Board, after the annual meeting, the Master Association Board shall appoint an eligible person to fill each vacancy. All nominees who meet the qualifications for nomination as set forth in these Bylaws shall be placed on the ballot.

C. The election of the Master Association Directors shall be by ballot. Owners shall not vote for the Master Association Board of Directors. Rather, Member Associations shall vote for the Master Association Board of Directors. A plurality of the votes cast by Member Associations shall apply to the election process. Ballots shall be mailed to all Member Associations and returned by mail or hand delivery to the Master Association no later than two (2) calendar days prior to the beginning of the actual counting of the ballots. Voting, including the distribution, collection, tallying and preservation of ballots and election materials shall be conducted in accordance with these Bylaws and procedures adopted by the Board of Directors from time to time.

D. The results of any voting for Master Association Directors shall be made at the Master Association's Annual Meeting. The organizational meeting of the newly elected Board shall take place immediately following the Annual Meeting, which shall be held in November of each calendar year. In all cases, the organizational meeting shall take place on the same date and at the same location as the Master Association's Annual Meeting to ensure that Master Association's Officers' positions are determined immediately.

Section 2. Recall: Directors may be recalled, with or without cause. In addition to any recall procedures that may be provided by law, and to establish a procedure for recall that may not be contemplated by law when Directors are chosen in a Representative Capacity, the following procedures for recall of a Director may be employed, in addition to others provided for

by law: Fifty percent (50%) of the Voting Interests in the Master Association may petition the Board in writing for a special meeting of the Member Associations to recall the Director from that particular position on the Master Association Board. The Petition for Recall shall be served on the President of the Master Association, either personally or by certified mail return receipt requested. Upon receipt of such a Petition for Recall, the President of the Master Association shall be required to call a special meeting of the Member Associations within thirty (30) days after receipt of the Petition. At the recall meeting, a quorum shall consist of a majority of the total Voting Interests of the Member Associations. Upon a majority vote of the total Voting Interests of the Member Associations, the Master Association Director shall be recalled and he or she shall surrender to the Master Association Board of Directors all books, records, and property of the Master Association within his or her possession or control.

Section 3. Term of Office:

A. Except as stated herein, the term of office for a Director position shall be three (3) years commencing at the Annual Meeting. Notwithstanding the foregoing, at the first Annual Meeting following the adoption of these Amended and Restated Bylaws, the two (2) candidates receiving the highest number of votes shall be elected to three (3) year terms on the Board of Directors, and the two (2) candidates receiving the third and fourth highest number of votes shall be elected to two (2) year terms, and the candidate receiving the fifth highest number of votes shall be elected to a one (1) year term on the Board of Directors. In the event of a tie in the election of directors at the first Annual Meeting following the adoption of these Amended and Restated Bylaws, the candidates may stipulate to serving particular terms or a run-off election may be required until the tie is broken. The foregoing terms are being implemented in order to create a staggered term structure among five (5) Directors. Following the first Annual Meeting after the adoption of these Amended and Restated Bylaws, all terms of Directors shall be for three (3) years, except as required by law. There shall be no term limits.

B. In the event a vacancy on the Master Association Board occurs due to the resignation, death, ineligibility or recall of a Director or multiple Directors, the remaining Directors, even if less than four (4) Directors, shall appoint a successor Director who owns a Unit or a Lot subject to the Master Association's jurisdiction. Any replacement Director shall meet the eligibility criteria to serve for a term of office until the next annual meeting at which Directors are elected. Appointment of an eligible successor Director shall be completed by the remaining Director(s) at the next regularly scheduled Board of Directors Meeting following the development of the vacancy or vacancies. Notwithstanding the foregoing, a special election shall be required where all Directors' positions have been vacated. Where a special election (as opposed to appointment by the Board of Directors) is required to fill the remainder of the term of a vacancy on the Board of Directors, the elected director filling the vacant position shall only serve until the next Annual Membership Meeting.

**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 1. The first meeting of each duly elected Board of Directors (the "Organizational Meeting") shall be convened immediately following the Annual Meeting for that calendar year for the purpose of electing a President of the Board of Directors, and to elect a

Vice President, Secretary and Treasurer of the organization, all of whom shall currently be Directors. The organizational meeting of the Master Association's Board of Directors shall be held as described in Article V of these Bylaws. Any action taken at such meeting shall be by a majority of the entire Board. If a majority of the Board of Directors is not present at that time, or if the Directors shall fail to elect a person to chair the meeting, the meeting shall be recessed until a quorum is present and the chairman is selected.

Section 2. The Board may, by resolution duly adopted, establish regular meetings, which shall be held without further notice until subsequent resolution altering same. All meetings shall be held within Kings Point, except in the case of an emergency. For purposes of Article VI of these Bylaws, an emergency shall include a situation where there is imminent harm to persons or property, or a time when a state of emergency or disaster area has been declared by the United State of America or the State of Florida for an area that includes any part of Kings Point.

Section 3. Special meetings of the Board of Directors may be called at any time by the President or by any three (3) or more Directors and said meetings shall be held within the community of Kings Point, except in the case of an emergency. When three (3) or more Directors call a meeting, they shall do so in writing. The writing shall be delivered to the Master Association Secretary, which shall then notice a Board meeting with an agenda to take place no later than ten (10) calendar days following the day of the Master Association's receipt of the Directors' written call for a meeting. Except in the case of an emergency, Directors shall receive not less than three (3) business days' notice stating the agenda.

Section 4. Any meeting of the Master Association Board of Directors at which a majority of the Directors is present, either in person or by speaker telephone or other similar mode of electronic communication that allows all Directors to hear (and see, if applicable) each other during the Board meeting, shall be deemed a quorum. If a meeting of Directors cannot be organized because a quorum is not present, the Board meeting may be adjourned and continued to a later date from time to time until a quorum is present.

Section 5. Owners in Kings Point may attend Board meetings and be allotted time to speak; however, the Master Association Board of Directors shall have the exclusive right and power to conduct the business and adopt reasonable rules governing the frequency, duration and manner of Owner statements.

ARTICLE VII DUTIES OF THE DIRECTORS

Section 1. Generally, the duties of the Master Association Directors shall be as follows:

A. The Board of Directors shall be responsible to develop and implement the corporation's policies and agenda to carry out the purposes of the Master Association, as provided in the Master Association's Articles of Incorporation and these Bylaws.

B. Present and approve the Master Association's annual budget.

C. Determine the deadline for when assessments due to the Master Association must be paid, and collect assessments approved by the Master Association Board from time to time.

Section 2. Approval by a majority of the Directors present at a meeting where a quorum is established constitutes an action of the Master Association Board of Directors unless otherwise provided in these Bylaws or the Articles of Incorporation.

Section 3. Any Director may resign at any time by written notice delivered to the Master Association's principal office in Kings Point, the Master Association's Secretary or the Master Association's Registered Agent identified annually with the Florida Secretary of State. Unless otherwise specified, such resignation shall take effect upon receipt by the Secretary. A resignation by email to the recipients listed above shall be effective when delivered unless a later date is indicated by the Director who is resigning.

Section 4. Individual Directors, Committee Members, or any other person or persons acting as a representative of the Master Association, shall not make commitments to any party or person that may have the authority to assess or levy unbudgeted charges on the Member Associations, Owners or the Master Association without prior approval of the Master Association Board of Directors.

Section 5. Minutes shall be kept of all Board and Membership meetings. Duly approved Board and Membership meeting minutes shall be made available to any Owner for inspection and copying upon the Master Association's receipt of a written request for access to same. The Board of Directors may adopt reasonable written rules governing the frequency, time, location, notice, minutes to be inspected, and the manner of inspections. The Master Association, through its Board of Directors, may impose fees to cover the costs of providing copies of minutes or other records to Owners, including, without limitation, the costs of copying. The Master Association may charge up to twenty five cents (\$.25) per page for copies made on the Master Association's photocopier. The Master Association may also charge reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the Master Association related to such records inspections by Owners.

ARTICLE VIII DUTIES OF OFFICERS

Section 1. The Officers of the Master Association shall consist of a President, Vice President, Secretary and Treasurer, and other such officers, assistant officers and personnel as may be deemed necessary or appropriate by the Board from time to time. One individual may serve as Secretary and Treasurer simultaneously.

Section 2. The Master Association President shall be the Chief Executive Officer of the Master Association. The President shall preside at all meetings of the Master Association. In the event the President is not present to preside at a Board or Membership meeting, order of succession within this Article VIII shall prevail, but not otherwise limit the President from conducting the business for which he or she was elected to perform. The President shall have the general powers and duties of supervision and management of the Master Association which

usually pertain to his or her office, and shall perform all such duties as are properly required of the President by the Board of Directors.

Section 3. The Master Association Vice President shall have such powers and perform such duties as usually pertain to such office or as are properly required by the Board of Directors. In the event the President is not present, the Vice President shall preside at all meetings. If the President is not able to perform the duties and exercise the powers of his or her office, the Vice President shall then perform and exercise the powers of President, until the President is able to do so.

Section 4. The Master Association Secretary shall issue notices of all Master Association Board and Membership meetings, where notices of such meetings are required by law or in these Bylaws. The Secretary or his or her designee shall keep minutes of said meetings and shall record the results of all votes cast by voice or hand and by tallied counts when done by roll call and shall determine and include in these minutes the total voting interest of the Master Association at the time such vote was taken. The Secretary or his or her designee shall record the results of elections of Directors together with the date the elected Director's term expires. The Master Association Secretary shall publish and update a Book of Resolutions and Master Association Policy and amendments to these Bylaws or the Master Association Articles of Incorporation and shall perform such other duties normally expected of the office. In the event the President and Vice President are not present, the Secretary shall preside at all Board and Membership meetings. During such time as the Secretary presides, the Board of Directors shall appoint an individual to perform the duties of the Secretary, as the Secretary would normally carry out.

Section 5. The Treasurer shall have or arrange for the care and custody of all funds of the Master Association. The Treasurer shall enter or arrange to enter on the books of the Master Association full and accurate accounts of all monies received and paid on accounts of the Master Association. The Board of Directors shall, from time to time, adopt and implement appropriate policies and procedures concerning the approval and payment of expenses and invoices directed to the Master Association. Said policies and procedures shall include provisions governing the protocol required to sign or co-sign checks. For purposes of this Section 5, the term "sign" shall include an electronic signature or similar authorized action necessary to facilitate electronic banking for the Master Association.

ARTICLE IX INDEMNIFICATION

Section 1. The Master Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Master Association by reason of the fact that the person is or was an Officer Director, employee, committee member, manager or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with the action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interest of the Master Association; and with respect to any criminal

action or proceeding, if the person had no reasonable cause to believe the conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his or her duty or duties to the Master Association, unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. 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, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the Master Association; and with respect to any criminal action or proceeding, that the person had no reasonable cause to believe that the conduct was unlawful.

Section 2. Any indemnification under Article IX, Section 1 of these Bylaws (unless ordered by a court) shall be made by the Master Association only as authorized in a specific case upon a determination that indemnification of the Officer, Director, employee, committee member, manager or agent is proper under the circumstances because such person has met the applicable standard of conduct set forth in Article IX, Section 1 of these Bylaws. Such determination shall be made (a) by the Master Association Board with a majority vote of the Directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in written opinion, or (c) by approval of a simple majority of the Member Associations voting in their Representative Capacity.

Section 3. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Master Association Board in the specific case upon receipt of an undertaking by or on behalf of the Officer, Director, employee, committee member, manager or agent to repay such amount unless it shall ultimately be determined that such person is entitled to be indemnified by the Master Association.

Section 4. The indemnification shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be an Officer Director, employee, committee member, manager or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5. The Master Association shall have the power to purchase and maintain insurance on behalf on any person who is or was an Officer, Director, employee, committee member, manager or agent of the Master Association, or is or was serving at the request of the Master Association.

ARTICLE X FISCAL AFFAIRS

Section 1. The Master Association fiscal year shall begin on April 1 and end on March 31 of the following calendar year.

Section 2. The Board shall cause to be prepared a proposed budget of the Master Association to be considered by November 15 of the calendar year immediately preceding the proposed budget year. Approval of the budget each year shall be the responsibility of the Master Association's Board of Directors. Upon the request of an Owner in a Member Association, the Master Association shall provide copies of the approved budget and its breakdown by Member Association. In the event the Master Association budget is not made as required above, the Master Association budget shall be set at the same per unit amount as exists in the current year's budget, exclusive of any real or personal property amounts, which approved expenditure shall apply only to the current year's budget and not to future years.

Section 3. The Board of Directors shall cause to render a financial statement of the Master Association to its Member Associations not later than four (4) months following the end of each fiscal year. An audit of the Master Association's financial books and records may be required at any time based upon the approval of either a majority vote of the Board of Directors or a majority vote of the total Membership voting in their Representative Capacity. Notwithstanding the foregoing, the Board of Directors shall arrange for the Master Association's financial books and records to be audited by a Certified Public Accountant at least once every four (4) years.

Section 4. The Board of Directors shall, from time to time, adopt and implement appropriate policies and procedures concerning the approval and payment of expenses and invoices directed to the Master Association.

Section 5. The Master Association shall secure, bear the cost of and keep in force a fidelity bond on each of its Officers, Directors, Member Association Representatives, agents or other persons who shall have control of or the ability to disburse funds of the Master Association. The principal sum of said fidelity bond shall be equal to or in excess of the funds of the Master Association on hand at any given time. Any management company with which the Master Association has a contract shall provide fidelity bonding for its own managers, staff and employees, at its own expense, as directed by the Board from time to time.

Section 6. The Master Association's Board of Directors shall, according to law and in a fair and equitable manner, determine how the Master Association budget shall be charged to each Master Association Member. If any item or activity is of such a nature that the cost therefore should not be shared equally by all Master Association Members, then the Board of Directors may allocate to the Association(s) an amount that is fair and equitable. All Member Association's shall be bound by the decisions of the Master Association's Board of Directors.

Section 7. All monies duly paid to the Master Association by its Member Associations shall become the property of the Master Association. Surplus funds shall not be

returned to the Member Associations, but may be credited to the following year's budget or used by the Master Association in the manner approved by the Master Association Board.

ARTICLE XI ACQUISITION OF PROPERTY

Section 1. Acquisition of real property shall require the approval of a majority of the Board of Directors, provided that the expense of such acquisition does not exceed \$50,000.00. All real property acquisitions greater than \$50,000 shall require the approval of a majority of the Member Associations voting in a Representative Capacity at a duly noticed Membership Meeting.

Section 2. Acquisition of property, other than real property, shall be limited to the funds provided for in the Master Association budget or as otherwise approved by the Board of Directors.

Section 3. The Master Association's Board of Directors, based upon a majority vote, shall have the authority to borrow money up to \$500,000.00. Any loan or line of credit in excess of the foregoing threshold shall be subject to approval of a majority of the Member Associations voting in a Representative Capacity at a duly noticed Membership Meeting.

ARTICLE XII DEFAULT

Section 1. In the event of an alleged violation of the Articles of Incorporation or these Bylaws, the party alleging the default shall first be required to invoke the dispute resolution procedure contained in Article XIII of these Bylaws. In the event that the parties to the dispute resolution procedure are not satisfied with the outcome of the dispute resolution, any of the parties may seek relief in a court of competent jurisdiction. In the event such action takes place, the prevailing party in such action shall be entitled to judgment for its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred as the result of any arbitration, trial court, appellate or bankruptcy proceedings.

Section 2. The dispute resolution procedure contained in these Bylaws shall not be required, if an applicable contractual provision or law requires an alternative process or procedure prior to arbitration or litigation being initiated by an aggrieved party. Additionally, the dispute resolution procedure contained in these Bylaws shall not be required in the event of an emergency, which shall be defined as a matter involving imminent, irreparable harm to a person or property of any kind.

ARTICLE XIII DISPUTE RESOLUTION PROCEDURE

Section 1. If a dispute arises between the Master Association and any of its Member Associations, either party may invoke this Dispute Resolution Procedure by giving written notice to the other, designating an Officer with appropriate authority to be its representative in negotiations relating to the dispute.

Section 2. Upon receipt of a notice pursuant to this Article XIII, Section 1 of these Bylaws, the recipient of the aggrieved party's notice shall, within five business days, designate an executive officer with similar authority to be its representative.

Section 3. The designated Officers shall, following whatever investigation each deems appropriate, but in no event later than fifteen (15) days following the designation of Officers who shall represent them in the Dispute Resolution Process, promptly enter into discussions concerning the dispute. The Master Association and Member Associations shall cooperate with each other to avoid litigation by exchanging documents that are not subject to any legal privilege and by meeting promptly in person to reach a constructive resolution to all disputes.

Section 4. If the dispute is not resolved as a result of such discussion within thirty (30) days following the designation of Officers as provided for in Article XIII of these Bylaws, the parties to the dispute shall initiate binding arbitration with the American Arbitration Association. The prevailing party in the binding arbitration with the American Arbitration Association shall be entitled to an award of reasonable attorneys' fees and costs, including, but not limited to reasonable attorneys' fees and costs related to any on appeal or bankruptcy proceeding.

ARTICLE XIV AMENDMENTS

Section 1. Proposals for amendment of these Bylaws may be made by the Master Association Board of Directors or by the holders of not less than twenty-five percent (25%) of all the Members voting in their Representative Capacity. Such proposals by Members shall be delivered to the Master Association President who shall be required to call a special meeting of the Members within thirty (30) days. Notice of the meeting shall be given by the President in accordance with the Bylaws upon not less than ten (10) days' notice. The notice of the meeting shall contain the full text of the language to be changed.

Section 2. Adoption of any amendment shall require the affirmative Roll Call Vote of not less than a majority of the total voting interests in the Master Association voting in their Representative Capacity. A copy of any duly approved amendment shall immediately be certified as true and correct by the Master Association President and Secretary and recorded in the Book of Resolutions. Unless stated otherwise within the original motion, amendments shall be filed within ten (10) business days with the Secretary of State of Florida, if applicable, and recorded in the Official Records of Hillsborough County, Florida.

Section 3. Notwithstanding anything contained herein to the contrary, the Master Association shall be subject to Chapter 617, Florida Statutes.

ARTICLE XV COMMITTEES

Section 1. The Master Association Board of Directors by majority vote, or the Master Association President without the concurrence of the Board, may establish committees. Once

established, the Board or the President, in respect to the committees that each has respectively established, has the power to appoint and remove committee members, appoint and remove the chairperson of the committees, and dissolve the committees. The authority of all committees established under Article XV of these Bylaws, regardless of who established it, shall be advisory only. Committees shall be limited to making recommendations to the Directors or President. Neither the Board nor the President shall be bound by any recommendation made by a committee that has been established pursuant to Article XV of these Bylaws, nor shall the Board or the President be limited in their respective powers or authorities by any act, advice, or recommendation of a committee that has been established pursuant to Article XV of these Bylaws. Notwithstanding the powers given under this Article XV to the President, the Board of Directors by majority vote may reverse any decision of the President to establish or dissolve any committee, appoint or remove committee members, or appoint or remove a chairperson of a committee that has been established pursuant to Article XV of these Bylaws.

Section 2. The Board of Directors or the President establishing the committee shall provide in writing to the committee its specific assignment and the committee shall limit its work to the specific assignment it has been given. Notwithstanding this limitation, the committee may consider other matters that are reasonably related to its assignment and that will assist it in giving sound advice and recommendations; however, the committee's report shall only respond to its specific assignment.

Section 3. The term of all committees shall expire at the Annual Meeting, upon dissolution or upon the termination of the President in the case where the President has established the committee. The term of a committee may be extended by a majority vote of the Board of Directors. A committee member may resign his or her committee membership, or a committee chairperson may resign their chairpersonship at any time in the same manner and with the same effect as a Director resigns as set forth in Article VII, Section 3 of these Bylaws.

Section 4. Committees shall be comprised of Owners in good standing. Any Owner may submit his or her name to the Master Association's Secretary for the President's or Board's consideration for appointment. Employees of any professional management corporation or with any organization that services the Master Association, its Member Associations or Owners are excluded from committees but may consult with a committee upon the invitation of the Committee, the Board, or the President.

ARTICLE XVI MISCELLANEOUS

Section 1. There shall be no dividends paid to any of the Master Association Members, nor shall any part of the income of the Master Association be distributed to its Members, Owners, Board of Directors or Officers. In the event there are any excess receipts over disbursements as a result of performing services, such income shall not be distributed to the Master Association Members, Directors or Officers but, with Board approval, shall be applied against future expenses of the Master Association in connection with the general purposes for which the Master Association was organized.

Section 2. Parliamentary Rules: Roberts' Rules of Order (latest edition) shall govern the conduct of the Master Association's meetings. Notwithstanding the foregoing, the Chairperson of any Master Association Board meeting or Membership meeting may depart from the strict requirements of Roberts' Rules of Order (latest edition) if doing so is necessary to ensure that the business of the meeting is completed in a reasonable, orderly and prompt manner.

Section 3. The books, records and papers of the Master Association shall at all times, during reasonable business hours, be subject to the inspection of any Member Association and available for inspection to Owners upon written request and subject to the provisions of Chapter 617, Florida Statutes, which governs the Master Association. Master Association Articles of Incorporation and Bylaws shall be kept up to date and provided to all Owners if requested. Reasonable charges for inspecting and copying corporate records may apply, as determined by the Master Association Board from time to time.

Section 4. The Master Association Membership may inspect and copy all contracts that any management company or professional manager arranges for Member Associations. Owners and Master Association Members shall have the right to access these records and audits by submitting a written request for access to the Master Association. Records inspection and copying shall be completed in accordance with Chapter 617, Florida Statutes and these Bylaws.

Section 5. The Master Association Board shall require any management company to develop, maintain and keep accurate and current electronic copy of all Master Association Governing Documents:

A. Only the signed paper copy along with a filing stamp and certificate shall be considered the legal copy;

B. Electronic paper copies may be relied on as a true representation.