

Prepared by and Return To:

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CERTIFICATE OF AMENDMENT REFLECTING THE ADOPTION OF THE SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SUN CITY CENTER WEST MASTER ASSOCIATION, INC. AND THE THIRD AMENDED AND RESTATED BYLAWS OF SUN CITY CENTER WEST MASTER ASSOCIATION, INC.

This hereby certifies as true and correct that the Second Amended and Restated Articles of Incorporation of the Sun City Center West Master Association, Inc. attached hereto as Exhibit "A" to this Certificate, was duly adopted by the membership at the duly noticed members' meeting of the Association on May 25, 2021, in accordance with the requirements of the applicable Florida Statutes and the governing documents. The original Articles of Incorporation were recorded on May 29, 1973 in the Public Records for Hillsborough County at Official Records Book 2685, Page 934 and an Amended and Restated Articles of Incorporation were filed with the State of Florida on June 28, 2010, and recorded in the Public Records for Hillsborough County at Official Records Book 19851, Page 1115, with amendments recorded in Official Records Book 23569, Page 701, and Official Records Book 22395, Page 380, and any other amendments that may have been recorded. This also certifies that the Third Amended and Restated Bylaws of Sun City Center West Master Association, Inc. attached hereto as Exhibit "B" to this Certificate, was duly adopted by the Association membership at the duly noticed members' meeting of the Association on May 25, 2021, in accordance with the requirements of the applicable Florida Statutes and the governing documents. The original Bylaws were recorded at Official Records Book 2685, Page 934 of the Public Records of Hillsborough County, Florida, and subsequently amended including the Second Amended and Restated Bylaws which were recorded at Official Records Book 23471, Page 1604, of the Public Records of Hillsborough County, Florida.

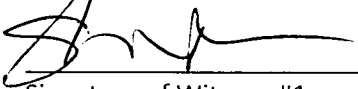
IN WITNESS WHEREOF, SUN CITY CENTER WEST MASTER ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officers on the 2 day of ~~May~~ ^{June} 2021.



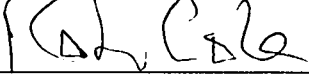
Signature of Witness #1
Shauna DeJulio
Printed Name of Witness #1



Signature of Witness #2
Robin Cole
Printed Name of Witness #2

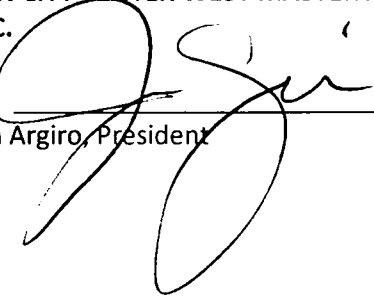


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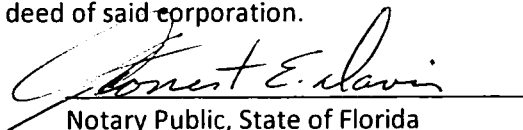
SUN CITY CENTER WEST MASTER ASSOCIATION, INC.

By: 
Jim Argiro, President

ATTEST:

By: 
Chris Robinson, Secretary

The foregoing instrument was acknowledged before me this 2nd day of ^{June}~~May~~ 2021 by Jim Argiro and Chris Robinson, President and Secretary, respectively, of Sun City Center West Master Association, Inc., by means of physical presence, who are personally known to me or provided _____ as identification, who did take an oath under the laws of the State of Florida, who executed this certificate and 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.



Notary Public, State of Florida
Commission No: GG 910470
My Commission Expires: 09-17-2023



ADOPTED SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
SUN CITY CENTER WEST MASTER ASSOCIATION INC.

These Second Amended and Restated Articles of Incorporation supersede and replace in their entirety all prior versions of the Articles, including the Amended and Restated Articles of Incorporation which were filed with the State of Florida on June 28, 2010, and recorded in the Public Records for Hillsborough County at Official Records Book 19851, Page 1115, with amendments recorded in Official Records Book 23569, Page 701, and Official Records Book 22395, Page 380, and any other amendments. The original Articles of Incorporation were recorded on May 29, 1973 in the Public Records for Hillsborough County at Official Records Book 2685, Page 934.

Article I.
NAME

The name of this Corporation shall be: SUN CITY CENTER WEST MASTER ASSOCIATION, INC. and its principal place of business is 1904 Clubhouse Dr., Sun City Center, Florida, 33573.

Article II.
PURPOSES

The general purpose of this not-for-profit corporation shall be as follows: to provide for the operation, supervision, management and determination as to the care and maintenance of roads, traffic control, landscaping within the roadway areas, drainage systems, and the irrigation systems (including all wells, pumps, pipes and other facilities or equipment thereof) located throughout the Sun City Center West Project located in Hillsborough County, Florida, as well as all other matters determined to be in the best interest of the Master Association by the Board of Directors from time to time, and authorized by the governing documents of the Master Association and the applicable Florida Statutes. The Master Association is to carry out the functions and duties as to the foregoing on behalf of the member associations, as set forth in the Declarations of Condominium creating and governing the applicable condominiums within the Sun City Center West Project, and the Declaration of Covenants, Conditions and Restrictions for any member subdivision or homeowners' association. The provisions hereinafter set forth shall be interpreted in such a manner as to include all condominiums and homeowner's associations in the Sun City Center West Project. All references to a condominium or a condominium association or a declaration of condominium herein shall also be deemed to include a subdivision, a homeowners association and the declaration of covenants, conditions, and restrictions thereof so that a subdivision and its homeowners association shall have the same status, obligations and rights as a condominium and its condominium association for all purposes of these Articles of Incorporation and the By-Laws of the Master Association.

Exhibit "A"

ARTICLE III.
MEMBERSHIP AND VOTING

Each Association in the Sun City Center West Project shall be a member of the Master Association and shall be entitled to one (1) vote on any matter upon which votes are cast, with such votes to be cast by the President of such Association, or other designated representative of the Association in the absence of the President, regardless of the number of Condominium units contained in the Condominium which is represented by such President. Each Condominium Association may designate another Director or Officer to be the representative of the Association for purposes of participating in the Master Association, in place of said Association's President. Membership in the Master Association shall be transferred and terminate in the manner provided for in the governing documents of the Master Association. With the exception of electing the Board of Directors, all votes cast by Member Associations may be cast either in person, electronically when permitted, or by proxy.

ARTICLE IV.
PERPETUAL EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE V.
BOARD OF DIRECTORS

Section 1. The affairs of this Corporation shall be managed and governed by a Board of Directors as set forth in the Bylaws.

Section 2. Directors shall be elected by the voting members in accordance with the Bylaws, at the regular annual meeting of the membership of the Corporation.

Section 3. All Officers shall be elected by the Board of Directors in accordance with the Bylaws at the organizational meeting of the Board of Directors to be held immediately following the annual meeting of the membership. The Board of Directors shall elect a President, Vice President(s), Secretary, Treasurer and such other officers as it shall deem desirable, consistent with the corporate Bylaws.

ARTICLE VI.
AMENDMENTS TO BYLAWS

The Bylaws of this Corporation may be altered, amended, or rescinded at any duly called meeting of the members, provided that the notice of meeting contains a full statement of the proposed amendment, a quorum is in attendance, and there is an affirmative vote of sixty-six and 2/3 percent (66 2/3%) of the entire voting interests in the Master Association, provided that said proposed amendment must also be approved by a majority of the Board of Directors. An amendment may either be proposed by the Board or by a petition signed by at least twenty-five percent (25%) of the members entitled to vote. Any such proposal submitted by Members shall be accompanied by a certification by each Member that they have read and approved the specific

proposed amendment. However, the Board is under no obligation to send out the proposed amendments submitted by the Members, as written, unless the Master Association's legal counsel has reviewed and approved the proposed amendment as to form and legality. The Board shall be permitted to revise the language received from such Members as to form and legality only, based on the input from the Master Association's legal counsel. Additionally, the Board may make a determination not to send out such amendments for consideration by the Members should it be determined that such amendments are contrary to law or would significantly impact its ability to effectively govern as required by the applicable law, Articles, or Bylaws. A copy of an approved amendment shall forthwith be certified as true and correct by the Corporation's authorized representative in the form required for such a Certificate, and recorded in the Public Records of Hillsborough County, Florida.

ARTICLE VII.
POWERS

This Corporation shall have all of the powers set forth in the Florida Statutes and any and all other rights, powers, and duties which it may legally have under the laws of the State of Florida; unless such broader powers are limited by the Corporation's governing documents, as the same may be amended from time to time.

ARTICLE VIII.
SPECIFIC AUTHORITY

Section 1. The Board of Directors of the Corporation shall be responsible for the determination of the care and maintenance of the roads, traffic control, landscaping within the roadway areas, drainage system and the irrigation systems (including all wells, pumps, pipes and other facilities or equipment thereof) throughout the Sun City Center West project so as to provide efficient and integrated management for same, as provided in Article II above as well as any other authority provided by the Master Association's governing documents or applicable law.

Section 2. Each Condominium within the Sun City Center West Project has granted and assigned to this Corporation the right to decide on and act in the matters hereinbefore and hereinafter specified. No member association that has previously granted and assigned such authority may amend their governing documents in a manner that is inconsistent with such grant and assignment of authority unless such amendment is approved by the Master Association.

ARTICLE IX.
BUDGETING AND ASSESSMENTS

Section 1. The Corporation shall determine the budget required for each year, the assessments to be paid for same, when said assessment is due, and all other similar decisions. The Corporation shall determine the assessment to be charged to each Condominium and the Condominium parcel owners and their share of the total cost of the aforescribed items including all related administrative expenses and other items approved as part of the budget and assessments in accordance with the governing documents. The total cost of the items that are included in a properly adopted assessment shall be shared by all Condominiums within said Sun City center

West Project, except to the extent that individual assessments against certain members are provided for in these Articles or the Bylaws.

Section 2. The Master Association's Board of Directors shall assess each Master Association Member for its share of the Master Association approved expenses on a pro-rata basis, which will be an amount equal to the total budget amount, divided by the number of units included in the Master Association budget to get a per unit amount, and then multiplied by the number of units in the condominium or subdivision that is a Member of the Master Association (i.e., total budget divided by 5,595 units and then multiplied by the number of units in each Member Association).

Section 3. In addition to assessments and charges for common expenses, the Master Association is authorized to specifically assess a Condominium or Homeowners' Association, for the costs and fees incurred as a result of damage that is caused to those portions of the properties that are to be operated and maintained by the Master Association, either through negligent or intentional acts which cause such damage ("Specific Assessment"). Before any such Specific Assessment becomes final, the extent of any damage so caused, and the costs for repairing such damage, shall be confirmed by an independent consultant retained by the Master Association, and written notice will be provided to any association or homeowners who are proposed to be assessed for such damage, with an opportunity for a hearing before the Board of Directors will be provided if requested by such party. If payment is not made after a final determination is made by the Board to impose an assessment, and notice is provided of the final due date for payment, the Master Association may proceed to collect the unpaid amount in the same manner as other unpaid assessments, in accordance with the governing documents of the Master Association and the applicable statutes.

Section 4. The sum due and owing from each Condominium Association and its members throughout the Sun City Center West Project, for common expenses of the Master Association and any Specific Assessments, shall be a lien upon the applicable property, including the Condominium property and the Condominium units therein and as to homeowner associations, a lien on all property owned by such association and on Lots in such community, and said lien may be foreclosed in the same manner as mortgages and statutory liens are foreclosed in the State of Florida. The lien shall also secure any and all interest, late fees, costs, and attorney's fees incurred by the Association in connection with collection of amounts due from the delinquent Condominium or Homeowners Association. The lien and foreclosure shall be in favor of the Corporation. The assessment due from each Condominium and the Condominium parcel owners shall be deemed a common expense of the applicable Condominium.

ARTICLE X.

PROPOSALS FOR AMENDMENT TO ARTICLES OF INCORPORATION

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by the Master Association Board of Directors or by a petition signed by the holders of not less than twenty-five percent (25%) of all the Members entitled to vote. 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. Any such proposal submitted by

Members shall be accompanied by a certification by each Member that they have read and approved the specific proposed amendment. However, the Board is under no obligation to send out the proposed amendments submitted by the Members, as written, unless the Master Association's legal counsel has reviewed and approved the proposed amendment as to form and legality. The Board shall be permitted to revise the language received from such Members as to form and legality only, based on the input from the Master Association's legal counsel. Additionally, the Board may make a determination not to send out such amendments for consideration by the Member should it be determined that such amendments are contrary to law or would significantly impact its ability to effectively govern as required by the applicable law, Articles, or Bylaws. 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, with underlining and strike-throughs used to show the changes proposed to the current text.

Section 2. Adoption of any amendment shall require the affirmative vote of sixty-six and 2/3% (66 2/3%) of the entire voting interests in the Master Association, provided that said proposed amendment must also be approved by a majority of the Board of Directors. Said amendment shall be effective when a copy thereof, together with an attached Certificate of its approval by the membership, signed by the Secretary or Assistant Secretary, and executed and acknowledged by the President or Vice President has been filed with the Secretary of State and all filing fees paid and a certified copy of same is filed in the Public Records of Hillsborough County, Florida.

ARTICLE XI.
SUN CITY CENTER WEST PROJECT

The term "Sun City Center West Project also known as "Kings Point" shall be an area of land located in Hillsborough County, Florida as set forth within the legal descriptions of such property contained within the amendments filed with the State of Florida on January 30, 2014 and recorded in Official Records Book 22395, Page 380, of the Public Records of Hillsborough County, Florida, such descriptions being incorporated by reference herein.

Additional property may be included, or portions of the above-described property may be excluded from the term Sun City Center West Project in the manner provided for in the Bylaws, as amended from time to time.

ARTICLE XII.
MISCELLANEOUS

Section 1. This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation shall be upon such terms and conditions and in the manner as provided for hereinbefore.

ARTICLE XIII.
INDEMNIFICATION

The Master Association shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director or officer of the corporation, or a member of any committee established by the Board of Directors, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law. Said indemnity will include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director or officer as hereinabove provided. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director or officer after the effective date of such amendment.

- (a) However, notwithstanding any other provision of this Article, if the Board of Directors or a court of competent jurisdiction determines that the proceedings against the director or officer who is seeking indemnification either arose out of actions which were outside the scope of the duties or expected activities of such individuals; or arose out of intentional or willful misconduct or self-dealings, or criminal activities; then the Association will be relieved of any obligation to indemnify such individual under this section.
- (b) Further, notwithstanding any other provisions herein, the advancement of funds and retention of legal counsel for any person being indemnified by the Master Association will be subject to prior Board approval, and any retention of counsel must be coordinated with the Master Association due to the potential involvement of insurance counsel.
- (c) The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by as part of the Common Expenses.

END OF ADOPTED SECOND AMENDED AND RESTATED ARTICLES OF
INCORPORATION

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

These Third Amended and Restated Bylaws supersede and replace in their entirety the original Bylaws which were recorded at Official Records Book 2685, Page 934 of the Public Records of Hillsborough County, Florida, and all subsequent amendments to the Bylaws, including the Second Amended and Restated Bylaws which were recorded at Official Records Book 23471, Page 1604, of the Public Records of Hillsborough County, Florida.

**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 Developments, Inc., including its subsidiary companies, prior successors and prior 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, and authorized Rules and Regulations, of 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, and as such laws may be amended from time to time.

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 that is a member of the Association. At the time of recording of this Third Amended and Restated set of Bylaws that there are 114 Member Associations, which are listed in **Exhibit “A”** 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, 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 person who serves as the President, Vice President, Secretary, or Treasurer, or any assistant officers that may be authorized under the governing documents of the Master Association, 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 as set forth within the legal descriptions of such property contained within the amendments to the Articles of Incorporation filed with the State of Florida on January 30, 2014 and recorded in Official Records Book 22395, Page 380, of the Public Records of Hillsborough County, Florida, such descriptions being incorporated by reference herein as well as any additional property that may be included or portions of the above described property that may be excluded from the term Sun City Center West Project in the manner provided for in the Bylaws, as amended from time to time.

Section 24. The term **“Sun City Center West Project”** also known as **“Kings Point”** shall be an area of land located in Hillsborough County, Florida as set forth within the legal descriptions of such property contained within the amendments filed with the State of Florida on January 30, 2014 and recorded in Official Records Book 22395, Page 380, of the Public Records of Hillsborough County, Florida, such description being incorporated by reference herein.

Section 25. **“Recall Petition”** and **“Recall Agreement”** mean a written petition with Member signatures intended to remove a Master Association Director from office in accordance with the Bylaws and any applicable Florida Statutes.

Section 26. **“Recorded”**, **“Recording”**, **“recorded”** or **“recording”** means filed for record in the Public Records of Hillsborough County.

Section 27. **“Representative Capacity”** means an authorized person serving as the representative of a Member Association.

Section 28. **“Rules and Regulations”** means the rules and regulations of the Master Association governing the use of the Properties.

Section 29. **“Structure”** means any temporary or permanent improvement built or placed upon a Lot.

Section 30. **“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 31. **“SWFWMD”** or **“District”** means and refers to the Southwest Florida Water Management District.

Section 32. **“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 recorded in Hillsborough County public records.

ARTICLE II MEMBERSHIP

Section 1. Members shall be corporate entities, which are either condominium or homeowners’ associations, that shall vote through the President or other person acting 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 Member's 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 who is authorized to act by his or her Association, shall exercise the vote for the Master Association Member, 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 or managing agent.

ARTICLE III BOARD OF DIRECTORS

Section 1. There shall be seven (7) Directors on the Master Association Board of Directors. Following the adoption of this amendment, the new Board will appoint two additional Board members who will serve until the annual meeting and election in 2022, and beginning in 2021 there will be staggered terms of office with either three or four Board members being elected for terms of two years each as set forth herein.

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.

Section 3. Each Director must comply with any Code of Conduct adopted by the Master Association's Board of Directors.

ARTICLE IV REGULAR AND SPECIAL MEETINGS OF MEMBERS

Section 1. The Master Association shall conduct an Annual Membership meeting, during the month of November at such time and place as determined by the Board of Directors, at which meeting an election of directors shall occur. The first 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 at least sixty (60) days before the Annual Membership Meeting 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, or electronically transmitted to the Master Association Members that consent to receive notice in such manner. No further notice shall be required unless

the time, date or location is changed, or unless there is to be an election or other item voted on by the members which requires advance notice.

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, by hand delivery to the Master Association Member's mailbox at Kings Point, or electronically transmitted to the Master Association Members that consent to receive notice in such manner, at least ten (10) days in advance of the Special Membership meeting, and such notice shall include an agenda which identifies the business to be conducted as well as the date, time and place of such meeting.

Section 4. The Board of Directors of each Master Association Member shall register or confirm the mailing address and/or electronic mailing address for all authorized representatives of such Master Association Member, for purposes of receiving all notices from the Master Association. This information shall be provided to the Master Association Secretary or managing agent on a continuing basis so that all information is up-to-date. The Master Association Member shall revise its addresses and information 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 authorized person acting in a Representative Capacity for the Master Association Member must be present, in person or by proxy, 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 Members' voting interests which are present and voting 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 Master Association's Board of Directors 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.

Section 9. In the event that: (1) governmental directives caution and/or limit the gathering of people; (2) the Board determines that meeting in person may jeopardize the health, safety or welfare of attendees at such meeting; or (3) the Board otherwise determines a membership meeting held through electronic means is desirable, the Board may conduct such membership meeting through electronic means so long as each Member has the ability to participate in the meeting as required by law. If such meeting is to be conducted in this manner, instructions for participation and attendance at the meeting must be included in the meeting notice or otherwise made available in a timely manner to each member upon request, prior to the membership meeting.

ARTICLE V ELECTION OF DIRECTORS

Section 1. Election of Directors shall be conducted by the Standing Election Committee (hereinafter the "SEC") in accordance with Chapter 720, Florida Statutes, and 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, or a member of a Board member's or candidate's household. Each member of the SEC shall be nominated by any Board member, 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 other legal entity, 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 are otherwise ineligible to serve on the Board under the provisions of Chapter 720 of the Florida Statutes, as amended from time to time. 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, or family member residing in the same unit/house, 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 be elected 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. Additionally, should any person be serving on the Board of the Federation of Kings Point Association, Inc. on the date and at the time that is the deadline for submitting nominations for the Board, they are ineligible to become a candidate for election to the Master Association's Board.

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, also confirming compliance with all required qualifications to serve, shall be submitted by the candidate on a Notice of Intent form provided by the Association, and the Notice of Intent must be received by the SEC no later than forty (40) days prior to the date of the Annual Meeting of the Master Association. A candidate may also submit a candidate information form containing information on a page no larger than 8-1/2" x 11", with wording on only one side of the page, setting forth any information that the candidate wishes for the membership to be aware of. This information sheet must be furnished to the SEC at or prior to the time of the deadline for submitting the Notice of Intent to the SEC. The Association is not responsible for the content of such information forms and is not allowed to edit them. 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 along with any candidate information forms submitted, at least 30 days prior to the annual meeting date, and returned by mail or hand delivery to the Master Association so that these are received no later than the date and time of the annual meeting. In order to be valid, the ballot must be completed by an authorized voting member and placed in an inner ballot envelope, and then the inner envelope is to be placed in an outer envelope which must have the Member identification information and signature of the authorized voter on the exterior of the envelope, in order to preserve the secrecy of the ballot. The outer envelopes will be verified and opened at the annual meeting and the ballots contained in the inner envelope will then be handled so as to preserve the secrecy of the election process. 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 and the SEC from time to time. As an alternative method for casting votes, electronic voting may be implemented by the Board of Directors in accordance with the provisions of the Florida Statutes.

D. The results of any voting for Master Association Directors shall be determined at the Master Association's Annual Meeting. In all cases, the organizational meeting of the new Board of Directors shall take place on the same date and at the same location as the Master Association's Annual Meeting whenever possible, and if not possible then as soon as possible thereafter, to ensure that Master Association's Officers' positions are determined as quickly as possible.

Section 2. Recall: Directors may be recalled, with or without cause pursuant to the procedures set forth in Chapter 720, *Florida Statutes*.

Section 3. Term of Office:

A. Except as stated above in Article III, Section 1, the term of office for a Director position shall be two (2) years commencing at the Annual Meeting. In order to achieve staggering of terms for a seven-person Board with two (2) year terms, the following rules will be in effect: Following the adoption of this amendment, the Board will appoint two additional directors ("appointed directors") to a term expiring at the annual meeting in 2022. In 2021, the terms of three (3) directors will be expiring, and their successors will be elected as follows: the two (2) candidates receiving the highest number of votes will be elected for terms of two (2) years each, and the other one (1) person elected or appointed will serve for a term of one year. In 2022, the terms of two (2) appointed directors and the one (1) director elected for a one (1) year term in 2021 will expire, and their successors will be elected for terms of two (2) years each. In 2023, and all future odd-numbered years, four (4) directors will be elected for terms of two years each, and in all future even-numbered years beginning in 2024, three (3) directors will be elected for terms of two years each. No Director will be eligible to run for re-election after serving for eight (8) consecutive years. However, after leaving the Board for one full two (2) year term, the Director will once again be eligible to serve on the Board.

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 a quorum, 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 and shall only be appointed to serve for the remainder of the term for the particular position for which they have been appointed. 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 serve for the remainder of the term of the vacancy.

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, or as soon as possible thereafter, 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. Any action taken at such meeting shall be by a majority of the Board members present. 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. All meetings will be held in accordance with the applicable statutes and governing documents.

Section 2. The Board shall, by resolution duly adopted, establish a minimum of quarterly Board of Director regular meetings, which shall be held without further notice until subsequent resolution altering same. The Board of Directors or their agent, will present a report with updates on all current projects at all regularly scheduled meetings. 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 a majority of the Directors, and said meetings shall be held within the community of Kings Point, except in the case of an emergency. When a majority of the Directors call a meeting, they shall do so in writing. The writing shall be delivered to the Master Association Secretary or Managing Agent, with a proposed Agenda for such meeting, and the Secretary or Managing Agent for the Master Association 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 48 hours notice of such meeting, stating the agenda, with notice to be provided by telephone, in person, or by email.

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 at a publicly noticed Board of Directors Meeting, where owners and members are present and able to comment.

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.

D. Develop one (1) and five (5) year Plans for the Master areas of responsibility, including timelines and budgets, updated annually and presented to the Membership.

E. Coordinate with the Federation and Land Trust as needed for effective plan implementation. A quarterly update report is to be presented to the Membership.

F. The Board of Directors shall have the ability to adopt rules and regulations governing the use and operation of the Properties subject to the Master Declaration.

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. 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 that affect 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, and the manner of inspections of all official records. 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 a fee permitted by law for copies made on the Master Association's photocopier. The Master Association may also charge reasonable costs involving personnel fees and to cover administrative costs to the Master Association related to such records inspections by Owners, to the extent permitted by the applicable statutes.

Section 6. In an effort to promote harmony and consistency throughout the community, the Master Association, acknowledges and agrees that it works as a partner with the

Federation of Kings Point Associations, Inc. However, the rights, duties, and obligations of the Master Association are separate and distinct from the right, duties and obligations of the Federation of Kings Point Associations, Inc.

A. As set forth in the Master Association's Articles of Incorporation, as amended, the Master Association shall:

1. Provide supervision, management and determination as to the care and maintenance of roads;
2. Provide supervision, management and determination as to the care and maintenance of traffic control systems;
3. Provide supervision, management and determination as to the care and maintenance of landscaping within the roadway areas
4. Provide supervision, management and determination as to the care and maintenance of drainage systems;
5. Provide supervision, management and determination as to the care and maintenance of the irrigation systems (including all wells, pumps, pipes and other facilities or equipment thereof) located throughout the Sun City Center West Project;
6. Carry out the functions and duties as to the foregoing of the Member Associations as set forth in the Declarations of Condominium creating the applicable condominiums within the Sun City Center West Project, or the Declaration of Covenants for homeowner association Members; and
7. All other matters determined to be in the best interest of the Master Association by the Board of Directors from time to time, to the extent permitted by the governing documents and applicable statutes.

B. The Master Association acknowledges that the rights, duties and obligations of the Federations of Kings Point Associations, Inc. at the time of this document include the following:

1. Acting as the liaison on behalf of all affected member Associations in regard to the Land Trust which applies to certain properties.
2. Entering into agreements on behalf of its member Associations regarding the operation and management of the properties governed by such member Associations, to the extent that such agreements and actions are authorized by the applicable statutes and governing documents of the Federation and its member Associations.

3. Taking such other actions as are deemed to be appropriate by the Board of Directors of the Federation, and within the power and authority of the Federation.

Section 7. Enforcement of the governing documents of the Master Association, including the Articles, Bylaws and Rules, will be undertaken in accordance with Chapter 720 of the Florida Statutes. This may include the suspension of use and/or voting rights if warranted, the adoption of fines, and litigation if needed following any required presuit mediation. The prevailing party in any litigation arising out of or relating to the enforcement of the governing documents will be entitled to recover its attorney's fees and costs, including presuit fees and costs.

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.

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 assets 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 Treasurer or the Treasurer's designee from among Master Association Directors shall sign and have co-signed by one (1) additional Officer or other Director approved by the Board, such instruments as require the Treasurer's signature and shall perform all such duties as usually pertain to the office or as are properly required by the Board of Directors. 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. In the event the President, Vice President, and, Secretary are not present in person, the Treasurer shall preside at all Board and Membership meeting. During such time as the Treasurer presides, the Board of Directors shall appoint an individual to perform the duties of the Treasurer, as the Treasurer would normally carry out.

Section 6. In the event the President, Vice President, Secretary and Treasurer are not present in person at a Board or Membership meeting, the Board of Directors who are present in person shall select another Board member to preside over the Board or membership meeting, as the case may be.

Section 7. The Board may authorize a Manager or Management Company to perform some of the functions and duties of the Secretary and/or Treasurer which are set forth above.

ARTICLE IX INDEMNIFICATION

The Master Association shall indemnify any individual who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that such individual is or was a director or officer of the corporation, or a member of any committee established by the Board of Directors, against liability incurred in connection with such proceedings, including any appeal thereof, to the full extent as authorized by law. Said indemnity will include but not be limited to expenses and amounts paid in settlement, expenses of liabilities incurred as a result of such individual serving as a director or officer as hereinabove provided. Indemnification and advancement of expenses as provided herein shall continue as to an individual who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such an individual, and any amendment or changes to this indemnification provision shall be prospective only and as to individuals who shall serve as a director or officer after the effective date of such amendment.

- (a) However, notwithstanding any other provision of this Article, if the Board of Directors or a court of competent jurisdiction determines that the proceedings against the director or officer who is seeking indemnification either arose out of actions which were outside the scope of the duties or expected activities of such individuals; or arose out of intentional or willful misconduct or self-dealings, or criminal activities; then the Association will be relieved of any obligation to

indemnify such individual under this section.

- (b) Further, notwithstanding any other provisions herein, the advancement of funds and retention of legal counsel for any person being indemnified by the Master Association will be subject to prior Board approval, and any retention of counsel must be coordinated with the Master Association due to the potential involvement of insurance counsel.
- (c) The Board of Directors may, and shall if the same is reasonably available, purchase liability insurance to insure all Directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance should be paid by as part of the Common Expenses.

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, as part of its official records, access in order to obtain 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. If the Budget adopted by the Board requires assessment against the Members in any year exceeding one-hundred-fifteen percent (115%) of the assessments for the preceding year, excluding any increases in reserve accounts, upon written application of ten percent (10%) of the Members that is received within fourteen (14) days following the adoption of the budget, the Board shall call, within thirty (30) days, a Special Membership Meeting. Written notice of such Special Membership Meeting shall be given to the members at least fourteen (14) days in advance of such meeting in the manner provided herein. Approval of a majority of all voting interests shall be required to overrule the Board and limit the budget increase to 15%, and in such event the Board will adopt a revised budget at its next meeting. Absent such approval the original budget adopted by the Board will remain in effect.

(a) If the budgeted funds are not adequate to pay the expenses actually incurred during the fiscal year, or projected to be incurred, due to unanticipated expenses having arisen, the Board of Directors may adopt an amendment to the budget in accordance with the same procedure that applies to the adoption of the original budget. Alternatively, the Board may adopt a special assessment if needed, provided that at least fourteen (14) days' notice of the Board meeting where such assessment will be considered is provided to all Members, and further provided that if such special assessment, when combined with the adopted budget, would result in an increase in excess of one-hundred-fifteen percent

(115%) of the assessments for the preceding fiscal year, then unless the special assessment is needed for an emergency situation, approval of such special assessment by a majority of the Members who are entitled to vote and who participate in the voting at a membership meeting, is required.

Section 3. The Board of Directors shall cause to render a financial statement, or other type of financial report required by law, 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 unless otherwise agreed by the Board, as directed by the Board from time to time.

Section 6. The Master Association's Board of Directors shall assess each Master Association Member for its share of the Master Association approved expenses on a pro-rata basis, which will be an amount equal to the total budget amount, divided by the number of units included in the Master Association budget to get a per unit amount, and then multiplied by the number of units in the condominium or subdivision that is a Member of the Master Association (i.e., total budget divided by 5,595 units and then multiplied by the number of units in each Member Association). The Board will also establish due dates for assessments, and if any payment has not been received within 15 days from the due date, a late charge may be imposed, in addition to interest, on all past due amounts. Such charges shall be in such amounts as determined by the Board from time to time, consistent with applicable law and governing documents. 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. If additional optional services are being provided to some Member associations by the Master Association an agreement with that Member association will be required to establish the scope of such services and the fees being charged. 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 to offset common expenses in the manner approved by the Master Association Board.

Section 8. All community management contracts shall be for a period of not more than three (3) years, unless otherwise permitted by applicable law, as such law may be amended from time to time. Additionally, the Master Association shall be required to submit the community management contracts to competitive bidding procedures once every six (6) years. Individuals serving as an officer or director on the Master Association's Board or any of the Master Association's Members' boards shall not be permitted to be an employee or agent of the Master Association's community management company.

Section 9. The Master Association shall ensure that a quarterly budget report is prepared that includes quarter-to-date, year-to-date, and a comparison of actual and projected expenses and income. Such report shall be made available to the Master Association's Members upon request.

Section 10. 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 total voting interests entitled to vote, and participating in the voting, at a duly noticed Membership Meeting.

ARTICLE XI ACQUISITION AND SALE OR LEASE 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 in any one consecutive twelve-month period, for either a purchase or lease of property. All real property acquisitions greater than \$50,000 shall require the approval of a majority of the Member Associations which are present and voting 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 may sell or lease portions of the Property that are located outside of the boundaries of the Member Associations, provided that the Board of Directors determines that such property is not needed for the effective operation of the Master Association, and that such sale or lease would be in the best interests of the Master Association. Additionally, approval by a majority of all of the Members shall be required for any sale of Master Association property.

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 follow the pre-suit mediation requirements of Chapter 720, *Florida Statutes*, if applicable, and thereafter may seek relief in court. The prevailing party in any action filed in court 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. Any such proposal submitted by Members shall be accompanied by a certification by each Member that they have read and approved the specific proposed amendment. However, the Board is under no obligation to send out the proposed amendments submitted by the Members, as written, unless the Master Association's legal counsel has reviewed and approved the proposed amendment as to form and legality. The Board shall be permitted to revise the language received from such Members as to form and legality only, based on the input from the Master Association's legal counsel. Additionally, the Board may make a determination not to send out such amendments for consideration by the Members should it be determined that such amendments are contrary to law or would significantly impact its ability to effectively govern as required by the applicable law, Articles, or Bylaws. 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 vote of not less than sixty-six and two-thirds percent (66 2/3%) of the total voting interests in the Master Association that are entitled to vote. 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, and a Certificate of Amendment shall be executed and recorded in the public records as required by law.

Section 3. Notwithstanding anything contained herein to the contrary, the Master Association shall be subject to Chapters 617 and 720, Florida Statutes.

ARTICLE XV COMMITTEES

Section 1. The Master Association Board of Directors by majority vote may establish committees. Once established, the Board with respect to the committees that it has 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 shall be advisory only. Committees shall be limited to making recommendations to the Board. The Board shall not be bound by any recommendation made by a committee that has been established pursuant to Article XV of these Bylaws, nor shall the Board 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.

Section 2. The Board of Directors establishing the committee shall provide in writing to the committee its specific assignments and purpose, and the committee shall limit its work to the specific assignments and purposes 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, or upon dissolution of the committee by the Board. The term of a committee may be extended annually 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 or Managing Agent for the Board's consideration for appointment. Employees or agents of any professional management corporation, or of 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. Board Members, or family members of Board Members, or individuals residing in the same unit, can only serve in an advisory capacity to the committee.

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, 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 the manner determined by the Board of Directors.

Section 2. Parliamentary Rules: Roberts' Rules of Order (latest edition) shall govern the conduct of the Master Association's meetings, except to the extent that the Board has adopted rules governing such meetings that are permitted under applicable law. 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 and Chapter 720, 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, and all inspections and copying shall be subject to reasonable Rules adopted by the Board.

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 all other official records by submitting a written request for access to the Master Association. Records inspection and copying shall be completed in accordance with Chapter 720, Florida Statutes and these Bylaws, and such additional rules adopted by the Board of Directors that are consistent with the governing statutes.

Section 5. The Master Association Board shall require any management company to develop, maintain and keep accurate and current an 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 copies may be relied on as a true representation.

END OF ADOPTED THIRD AMENDED AND RESTATED BYLAWS

Sun City Center West Master Association, Inc.

EXHIBIT A – Page 1 of 4

LIST OF MEMBER ASSOCIATIONS

ASSOCIATION NUMBER	MEMBER ASSOCIATION NAME	NUMBER OF UNITS
1	Andover A of Kings Point Condominium Association, Inc.	24
2	Andover B of Kings Point Condominium Association, Inc.	24
3	Andover C Condominium Association, Inc.	24
4	Andover D of Kings Point Condominium Association, Inc.	24
5	Andover E of Kings Point Condominium Association, Inc.	24
6	Andover F of Kings Point Condominium Association, Inc.	24
7	Andover G Condominium Association, Inc.	24
8	Andover H of Kings Point Condominium Association, Inc.	24
9	Andover I of Kings Point Condominium Association, Inc.	24
10	Bedford A Condominium Association, Inc.	24
11	Bedford B Condominium Association, Inc.	24
12	Bedford C Condominium Association, Inc.	24
13	Bedford D Condominium Association, Inc.	24
14	Bedford E Condominium Association, Inc.	24
15	Bedford "F" Condominium Association, Inc.	24
16	Bedford G Condominium Association, Inc.	24
17	Bedford H Condominium Association, Inc.	24
18	Bedford J Condominium Association, Inc.	24
19	Cambridge A of Kings Point Condominium Association, Inc.	24
20	Cambridge B of Kings Point Condominium Association, Inc.	24
21	Cambridge C of Kings Point Condominium Association, Inc.	24
22	Canton Court D of Kings Point Condominium Association, Inc.	24
23	Cambridge E Condominium Association, Inc.	24
24	Cambridge F of Kings Point Condominium Association, Inc.	24
25	Cambridge H of Kings Point Condominium Association, Inc.	24
26	Cambridge I of Kings Point Condominium Association, Inc.	24
27	Cambridge J Condominium Association, Inc.	24
28	Cambridge K Condominium Association, Inc.	28
29	Cambridge L Condominium Association, Inc.	32
30	Cambridge M Condominium Association, Inc.	32
31	Dorchester A of Kings Point Condominium Association, Inc.	22
32	Dorchester B of Kings Point Condominium Association, Inc.	24
33	Dorchester C of Kings Point Condominium Association, Inc.	24
34	Dorchester D of Kings Point Condominium Association, Inc.	30

Sun City Center West Master Association, Inc.

EXHIBIT A – Page 2 of 4

LIST OF MEMBER ASSOCIATIONS

ASSOCIATION NUMBER	MEMBER ASSOCIATION NAME	NUMBER OF UNITS
35	Fairfield A Condominium Association, Inc.	28
36	Fairfield B Condominium Association, Inc.	22
37	Fairfield C Condominium Association, Inc.	22
38	Fairfield D Condominium Association, Inc.	24
39	Fairfield E Condominium Association, Inc.	34
40	Fairfield F Condominium Association, Inc.	26
41	Fairfield G Condominium Association, Inc.	36
42	Fairfield H Condominium Association, Inc.	18
43	Gloucester A Condominium Association, Inc.	32
44	Gloucester B Condominium Association, Inc.	32
45	Gloucester C Condominium Association, Inc.	24
46	Gloucester D Condominium Association, Inc.	32
47	Gloucester E Condominium Association, Inc.	32
48	Gloucester F Condominium Association, Inc.	14
49	Gloucester G Condominium Association, Inc.	24
50	Gloucester H Condominium Association, Inc.	24
51	Gloucester J Condominium Association, Inc.	24
52	Gloucester K Condominium Association, Inc.	24
53	Gloucester L Condominium Association, Inc.	26
54	Gloucester M Condominium Association, Inc.	38
55	Gloucester N Condominium Association, Inc.	38
56	Gloucester P Condominium Association, Inc.	38
57	Highgate A Condominium Association, Inc.	24
58	Highgate B Condominium Association, Inc.	22
59	Highgate C Condominium Association, Inc.	26
60	Highgate D Condominium Association, Inc.	22
61	Highgate E Condominium Association, Inc.	22
62	Highgate F Condominium Association, Inc.	22
63	Highgate II Condominium Association, Inc.	132
64	Highgate III Condominium Association, Inc.	122
65	Highgate IV Condominium Association, Inc.	120
66	Idlewood Condominium Association, Inc.	96
67	The Knolls of Kings Point Condominium Association, Inc.	34
68	The Knolls of Kings Point II Condominium Association, Inc.	44
69	The Knolls of Kings Point III Condominium Association, Inc.	28

Sun City Center West Master Association, Inc.

EXHIBIT A – Page 3 of 4

LIST OF MEMBER ASSOCIATIONS

ASSOCIATION NUMBER	MEMBER ASSOCIATION NAME	NUMBER OF UNITS
70	Lancaster I Condominium Association, Inc.	170
71	Lancaster II Condominium Association, Inc.	124
72	Lancaster III Condominium Association, Inc.	104
73	Lancaster IV Condominium Association, Inc.	58
74	Manchester I Condominium Association, Inc.	90
75	Manchester II Condominium Association, Inc.	92
76	Manchester III Condominium Association, Inc.	76
77	Manchester IV Condominium Association, Inc.	70
78	Nantucket I Condominium Association, Inc.	130
79	Nantucket II Condominium Association, Inc.	26
80	Nantucket III Condominium Association, Inc.	137
81	Nantucket IV Condominium Association, Inc.	52
82	Nantucket V Condominium Association, Inc.	57
83	Oxford I Condominium Association, Inc.	140
84	Oxford II Condominium Association, Inc.	54
85	Princeton Condominium Association, Inc.	46
86	Quail Pass Condominium Association, Inc.	24
87	Radison I Condominium Association, Inc.	67
88	Radison II Condominium Association, Inc.	68
89	Southampton I Condominium Association, Inc.	56
90	Southampton II Condominium Association, Inc.	54
91	Tremont I Condominium Association, Inc.	77
92	Tremont II Condominium Association, Inc.	64
93	Villeroy Condominium Association, Inc.	80
94	Worthington Condominium Association, Inc.	50
95	Yorkshire Property Owners' Association, Inc.	21

Sun City Center West Master Association, Inc.
EXHIBIT A – Page 4 of 4

LIST OF MEMBER ASSOCIATIONS

ASSOCIATION NUMBER	MEMBER ASSOCIATION NAME	NUMBER OF UNITS
96	Acadia Condominium Association, Inc.	72
97	Acadia II Condominium Association, Inc.	66
98	Brookfield Condominium Association, Inc.	90
99	Corinth Condominium Association, Inc.	58
100	Devonshire Condominium Association, Inc.	60
101	Edinburgh Condominium Association, Inc.	42
102	Fairbourne Condominium Association, Inc.	72
103	Grantham Condominium Association, Inc.	76
104	Huntington at Sun City Center Condominium Association, Inc.	42
105	Inverness at Sun City Center Condominium Association, Inc.	86
106	Jameson Condominium Association, Inc.	56
107	Lyndhurst Condominium Association, Inc.	98
108	Kensington Condominium Association, Inc.	96
109	Portsmouth Condominium Association, Inc.	108
110	Maplewood Condominium Association, Inc.	102
111	Richmond Villas at Kings Point Homeowners' Association, Inc.	56
112	Oakley Green Condominium Owners' Association, Inc.	124
113	Nottingham Villas at Kings Point Homeowners' Association, Inc.	70
114	Somerset Villas at Kings Homeowners' Association, Inc.	68