

**BYLAWS**  
**OF**  
**SOUTHPORT BAY MASTER HOMEOWNERS' ASSOCIATION, INC.,**  
**a Florida corporation not for profit**

**ARTICLE I.**  
**NAME AND LOCATION**

The name of the corporation is SOUTHPORT BAY MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association." The principal office of the Association shall be located at 1105 Kensington Park Drive, Altamonte Springs, Florida, 32714, but meetings of members and Directors may be held at such places within the State of Florida, Counties of Osceola, Lake, Seminole or Orange, as may be designated by the Board of Directors.

**ARTICLE II.**  
**DEFINITIONS**

Section 1. "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association, which funds shall be assessed against a Lot Owner from time to time.

Section 2. "Association" means and refers to SOUTHPORT BAY MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 3. "Board of Directors" means and refers to the board of directors of the Association.

Section 4. "Common Area" means and refers to all joint infrastructure, linear park, lawn, landscaping and similar improvements, which areas shall include those in Tracts L1, L2, L3, L4, P1, P2, P3, R1 and W within the Plat to the extent not owned or maintained by a Municipal Service Taxing Unit, Southport Bay Phase I Homeowners' Association or Southport Bay Phase 2 Homeowners' Association.

Section 5. "Declaration" means and refers to the Declaration of Conditions, Covenants, Easements, and Restrictions for Southport Bay Master Homeowners' Association, Inc., as recorded in the Public Records of Osceola County, Florida, and as the same may be amended from time to time.

Section 6. "Declarant" means and collectively refers to The Greater Construction Corp., a Florida corporation (hereinafter "Greater"), and Arneo Land Company, LLC, a Florida limited liability company (hereinafter "Arneo"), and their successors and assigns, by

virtue of such written instruments assigning the rights and obligations of Declarant under the Declaration recorded in the Public Records of Osceola County, Florida. Upon recordation of any such assignment, the initial Declarant shall be released and absolved from any obligations on the part of the Declarant as may arise by or through the Declaration. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage of a Lot.

Section 7. "Entitled To Vote" means and refers to that Lot Owner who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein to the contrary, all Lot Owners, whether Entitled To Vote or not, are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot.

Section 8. "Institutional Lender" or "Institutional Mortgagee" means and refers to a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust or any other generally recognized institutional-type lender or its loan correspondent, the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA) or the Veteran's Administration (VA) and to any successor or assignee thereof.

Section 9. "Lot" means and refers to any Lot on a Plat of the Property and any other property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration. Notwithstanding the foregoing, Lot shall also mean to include those fifty-two (52) proposed lots which are contained within Tract F of the Plat with respect to the property owned by Arneo, however should the actual number of lots contained within Tract F of the Plat exceed fifty-two (52) then those additional lots shall also be considered a Lot for purposes of this definition.

Section 10. "Member" means and refers to all those Owners who are Members of the Association as provided in the Declaration.

Section 11. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Plat" means and refers to the plat of Southport Bay, as recorded in the Public Records of Osceola County, Florida.

Section 13. "Property" or "Properties" means and refers to the property as described in the Declaration, and additions thereto, as are now or hereafter made subject to said Declaration and to the jurisdiction of the Association, except such as are withdrawn from the provisions thereof in accordance with the procedures of the Declaration or hereinafter set forth.

Section 14. "Residence" means and refers to any residential building constructed on a Lot for which a certificate of occupancy has been duly issued.

### ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-half ( $\frac{1}{2}$ ) of all of the cumulative votes of the Class A and Class B membership combined.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote there at, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Notice and Quorum for any Action Authorized under the Declaration. Written notice of any meeting called for the purpose of taking any action authorized under the Declaration shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all the total cumulative votes of the Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 5. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, a majority of the votes of both classes of membership combined shall constitute a quorum for any action except as otherwise provided in the Articles of

Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

#### ARTICLE IV.

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed initially by a Board of three (3) directors, who need not be members of the Association, who shall serve until the organizational meeting. Notwithstanding the foregoing, Greater and Arncos acknowledge and agree that control and decision-making of the Association shall be shared on a 50/50 basis.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year.

Section 3. Removal. Any director may be removed from the Board with or without cause by a majority vote of the votes of both classes of membership combined of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

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

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

#### ARTICLE V.

##### NOMINATION AND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomination. Following termination of the Class B membership, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such

appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the foregoing or anything in the Articles of Incorporation or Bylaws of the Association to the contrary, the Declarant shall have the right to appoint a majority of the Board of Directors of the Association for not less than ten (10) years from the date hereof.

## ARTICLE VI. MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

## ARTICLE VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the payment for and maintenance of the Common Area infrastructure and improvements;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at any meeting of the members or at any special meeting when such statement is requested in writing by one-half ( $\frac{1}{2}$ ) of the Class A members who are entitled to vote;

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

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

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

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

(3) if deemed appropriate by the Board of Directors, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay same;

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

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

- (f) cause the Common Area to be maintained.

ARTICLE VIII.  
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president, vice-president, secretary and treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

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

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

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person.

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

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

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

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

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

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures when requested by the Board of Directors. All checks of the Association shall be co-signed by any two officers or agents of the Association approved and designated for check signing by the Board of Directors.

#### ARTICLE IX. COMMITTEES

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

#### ARTICLE X. BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### ARTICLE XI. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than One Hundred and no/100 Dollars (\$100.00) may be imposed and all such sums, including administrative fees, costs and all charges shall bear interest from the date of delinquency at the maximum rate of interest permitted by law per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability from the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII.  
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SOUTHPORT BAY MASTER HOMEOWNERS' ASSOCIATION, INC.

ARTICLE XIII.  
AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. A majority of each class shall not be required, so long as a majority of the cumulative total of votes of the two classes is satisfied.

ARTICLE XIV.  
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV.  
LIABILITY AND INDEMNIFICATION

As more particularly set forth in the Declaration, neither Declarant, the Association, nor the individual members, directors or officers thereof shall be personally liable to the Owners of the Sites or to any third parties whatsoever for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud.

In the event of any dispute or disagreement between any Owners relating to the Property, or any questions or interpretation or application of the provisions of the Declaration or these Bylaws, the determination thereof by the Board of Directors shall be final and binding on each and all such Owners.

Except as otherwise provided in the Declaration with respect to Association actions brought to collect or enforce any Assessment levied in accordance with the terms of the Declaration or to foreclose an assessment lien, in the event there arises any dispute with respect to any matters contained in the Declaration, the Articles of Incorporation of the Association or herein, between the Declarant, the Association or the Owner of any Site, such dispute shall be resolved by binding arbitration as provided for in the Declaration.

ARTICLE XVI.  
MERGER AND CONSOLIDATION

Upon a merger or consolidation of the Association with another association, its


properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by the Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration pertaining to the Property except as otherwise provided in the Declaration.

ARTICLE XVII  
PRIORITY OF GOVERNING DOCUMENTS

In the event of a conflict between the Declaration, the Articles of Incorporation of the Association, and these Bylaws, or any two of them, these Bylaws shall be controlled by the Articles of Incorporation of the Association, and these Bylaws and Articles of Incorporation of the Association shall be controlled by the Declaration.

IN WITNESS WHEREOF, we, being all of the directors of Southport Bay Master Homeowners' Association, Inc., a Florida corporation not for profit, have hereunto set our hands this \_\_\_\_\_ day of April, 2005.

  
\_\_\_\_\_  
Charles W. Gregg, Director

  
\_\_\_\_\_  
Hampton R. Conley, Director

  
\_\_\_\_\_  
George Arnold, Director

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of SOUTHPORT BAY MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit; and

THAT the foregoing Bylaws were adopted by the Written Consent to Action in lieu of First and Organizational Meeting of the Board of Directors effective as of the \_\_\_\_\_ day of April, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this \_\_\_\_\_ day of April, 2005.