

BY-LAWS OF  
SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is the SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 201 East New Haven Avenue, Melbourne, Florida, but the meeting of members and directors may be held at such places within the State of Florida, County of Brevard, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SUMMERFIELD AT BAYSIDE LAKES SUBDIVISION, as recorded in the Public Records of Brevard County, Florida.

SECTION 1. "Association" shall mean and refer to the SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property described in Exhibit A attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real and personal property (including improvements thereto) owned by the Association, in fee simple, by virtue of dedication to the Association, or otherwise, for the common use and enjoyment of the owners.

SECTION 5. "Lot" shall mean and refer to any unit, dwelling, home, parcel, tract or plot of land in any stage or phase of or in the overall Summerfield at Bayside Lakes Subdivision on file with the City of Palm Bay with the exception of the Common Area, and/or road right-of-ways as shown or subsequently shown on any recorded subdivision map or stage of the overall properties if dedicated to a public authority or the Association for maintenance. Each lot is subject to assessment and entitles each owner to voting rights as hereinafter defined.

SECTION 6. "Declarant" shall mean and refer to Town Center Partners, Ltd., a Florida limited partnership, its predecessors in title, successors and assigns if such successors or assigns should acquire more than one lot from the Declarant for the purpose of development.

SECTION 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration and Articles of Incorporation of the Association.

SECTION 8. "Declaration" shall mean and refer to that set of Declaration of Restrictions as applicable to SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., and to any part of SUMMERFIELD AT BAYSIDE LAKES.

SECTION 9. "Summerfield at Bayside Lakes" shall mean the overall Summerfield at Bayside Lakes subdivision on file with Brevard County.

### 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 turnover is completed to the Association, as provided for in the Articles of Incorporation, 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 1:00 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-fourth (1/4) of all of the vote.

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 thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices 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. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5. Proxies. At all meeting 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 by a Board of three (3) directors, who need not be members of the Association.

SECTION 2. Term of Office. At the first annual meeting, the members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the members shall elect three directors for a term of one (1) year.

SECTION 3. Removal. Subsequent to the Developer's turnover, any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board 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 of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two 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. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

SECTION 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI - MEETING 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 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 power to:

- A. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- B. suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- C. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;
- D. 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, and to prescribe their duties;
- F. mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to owners;

G. to contract for the management of the Association and common areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

H. to employ personnel to perform the services required for proper administration of the Association; and

I. the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

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

A. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of all the 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 unit or projected unit at least thirty (30) days in advance of each annual assessment period;

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

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

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

E. procure and maintain adequate liability and hazard insurance on property owned by the Association;

F. cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

G. cause the Common Area to be maintained;

H. protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and

I. mortgage or encumber common areas as set forth in the Declaration, and assign such assessments or portions thereof to owners.

## ARTICLE VIII - OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

SECTION 4. Special Appointments. The board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having 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. The offices of secretary and treasurer may be held by the same person. After the sale of all lots, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

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

A. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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 to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX - COMMITTEES

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

ARTICLE X - BOOKS AND RECORDS

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

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the

property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum, and the Association may bring an action at law against the owner or owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

#### ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a corporation not for profit.

#### ARTICLE XIII - AMENDMENTS

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

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### ARTICLE XIV - MISCELLANEOUS

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

#### ARTICLE XV - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

A. The Association shall maintain accounting records for each property it maintains in the county where the property is located, according to good accounting practices. The records shall be open for inspection by owners or their authorized representatives between the hours of 9:00 a.m. and 5:00 p.m. The records shall include, but are not limited to:

- (1) A record of all receipts and expenditures.
- (2) An account for each lot and unit designating the name and current address of the lot and unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the



balance due.

B. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common areas, landscaping, streets and walkways, office expense, utility services, replacements and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Directors shall also establish the proposed assessments against each member as more fully provided in the Declaration. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget as originally adopted.

C. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the directors.

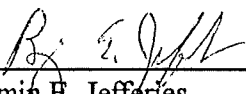
D. An audit of the accounts of the Association shall be made annually by an accountant.

E. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

#### ARTICLE XVI - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these By-Laws or with statutes of the State of Florida.

IN WITNESS WHEREOF, we, being all of the directors of SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 8 day of July, 1999.

  
\_\_\_\_\_  
Benjamin E. Jefferies

*Ronald Thompson*  
Ronald Thompson

*Coleman Goatley*  
~~Cole Goatley~~  
COLEMAN GOATLEY


STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF BREVARD    )

THE FOREGOING INSTRUMENT was acknowledged before me this 8 day of November, 1999, by BENJAMIN E. JEFFERIES, RONALD THOMPSON and COLE GOATLEY, who are personally known to me, or who produced \_\_\_\_\_ as identification, and who did take an oath.

*Irene Sullivan*  
Notary Public Signature

Irene Sullivan  
Print Notary Public Name

My commission expires:

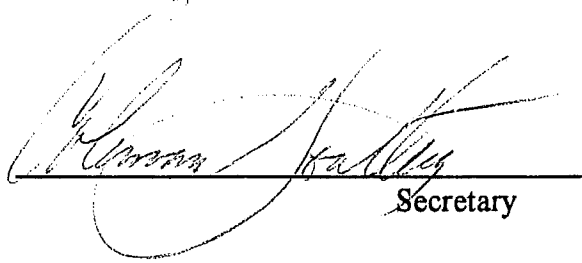
 Irene Sullivan  
Commission # CC 96555C  
Expires Sep. 5, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly-elected Secretary of SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation; and

THAT the foregoing By-Laws constitute the original By-Laws of the said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 8 day of November ~~1999~~ 2002

  
Secretary

ARTICLES OF INCORPORATION  
OF  
SUMMERFIELD AT BAYSIDE LAKES  
HOMEOWNERS ASSOCIATION, INC.  
(A Corporation Not for Profit Under  
the Laws of the State of Florida)

In order to form a corporation not for profit under and in accordance with the provisions of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit, and to that end by these Articles of Incorporation state:

ARTICLE 1  
NAME

1.0 The name of this corporation shall be: SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

ARTICLE 2  
DEFINITIONS

2.0 The terms contained and used in these ARTICLES OF INCORPORATION shall have the same definitions and meanings as those set forth in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SUMMERFIELD AT BAYSIDE LAKES SUBDIVISION (hereinafter referred to as the "Declaration").

ARTICLE 3  
PURPOSE

3.0 The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community to be known generally as the Summerfield at Bayside Lakes Subdivision (hereinafter referred to as the "Project") to be developed by TOWN

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CENTER PARTNERS, LTD., a Florida limited partnership (hereinafter referred to as the "Developer").

**ARTICLE 4  
POWERS**

4.0 The Association shall have the following powers:

4.1 The Association shall operate, maintain and manage the surface water or storm water management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants, Conditions and Restrictions which relate to the surface water or storm water management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or storm water management system.

4.2 The Association shall have all of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the Declaration, these Articles, or the By-Laws of this Association which may be hereafter adopted.

4.3 The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the property and for the health, comfort, safety, and welfare of Lot Owners.

(b) To own, control, operate, manage, maintain, repair, and replace the common property, including the right to reconstruct improvements after casualty and the right to make further improvements to the common property.

(c) To levy and collect Assessments against members of the Association as provided for in the Agreement and the By-Laws of this Association. Without limiting the generality of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the common property, insurance for the protection of the Association, its Officers, Directors, and members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the common

property; to pay all taxes, utility charges, and other expenses with respect to the common property; and generally to accomplish the purposes set forth in the Declaration.

(d) To hire such employees or agents, including professional management agents or companies (which may be the Developer or an entity affiliated with the Developer), and purchase such equipment, supplies, and materials as may be needed to provide for the management, supervision, and maintenance of the property.

(e) To enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws of the Association.

(f) To exercise, undertake, and accomplish all of the powers, rights, duties, and obligations which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to, the enforcement of all of the covenants, restrictions, and other terms contained in or imposed by the Declaration.

(g) The irrevocable right of access to each Lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any common property or for making emergency repairs necessary to prevent damage to the common property, or to another Lot or Lots.

(h) To pay taxes and other charges, on or against property owned or accepted by the Association.

(i) To borrow money and, from time to time, to make, accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for monies borrowed, in payment of property acquired, or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.

(j) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

(k) To charge recipients for services rendered by the Association and the use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

## ARTICLE 5 MEMBERS

5.0 The qualification of members, the manner of their admission to and termination of such membership, and voting by members shall be as follows:

5.1 All Lot Owners shall be members of the Association, and no other persons or entities shall be entitled to membership, except as otherwise provided herein.

5.2 Subject to the provisions of the Declaration and the By-Laws of this Association, membership shall be established by the acquisition of the ownership of fee title to or fee interest in a Lot whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public Records of Brevard County, Florida, of the deed or other instruments validity establishing such acquisition and designating the Lot affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Lots owned by such member. Membership is nontransferable and inseparable from ownership of the Lot, except as an appurtenance to a Lot.

5.3 The Corporation shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners of Lots in The Summerfield at Bayside Lakes Subdivision, excluding Developer. There shall be only one (1) vote per platted plot. When more than one (1) person holds an interest in any such Lot, all such persons shall be members. The sole vote for such Lot shall be exercised as provided in the bylaws.

Class B: The Class B member shall be Developer, or any successor Developer, which shall be entitled to three (3) votes for each Lot it owns. The Class B membership shall cease and be converted to Class A membership on the Turnover Date.

5.4 The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members in addition to the annual meeting.

## ARTICLE 6 EXISTENCE AND DURATION

6.0 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

## ARTICLE 7 ADDRESS

7.0 The initial principal office of the Association shall be located at 201 E. New Haven Avenue, Melbourne, FL 32901. The Association may maintain offices and transact business in such other places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

**ARTICLE 8  
DIRECTORS**

8.0 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) Directors. The first Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association. Directors need not be members of the Association.

8.1 Directors of the Association shall be appointed in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided for in the By-Laws.

8.2 The Directors named in these Articles shall serve until the Turnover Date, or until otherwise removed by the Developer as provided for in the By-Laws and any vacancies in their number occurring before the Turnover Date shall be filled by the remaining Directors or by the Developer as provided for in the Declaration or the By-Laws of this Association.

8.3 The names and addresses of the members of the first Board of Directors who shall serve until their successors are appointed and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Benjamin E. Jefferies	201 East New Haven Ave. Melbourne, FL 32901
Ronald Thompson	544 Ponderosa Street West Melbourne, FL 32904
Frank Facciobene	601 W. Edgewood Drive Melbourne, FL 32901

8.4 The "Turnover Date" is defined as the earlier of: (i) three (3) months after seventy-five percent (75%) of the Lots in all phases of the Subdivision that will ultimately be operated by the Association have been conveyed to members other than the Developer (or Successor Developer) ("members other than the Developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale); (ii) the Developer or Successor Developer elects to turn over control of the Association to members other than the Developer; or (iii) January 1, 2005.

8.5 The Developer or Successor Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of all Lots in all phases of the Project.



ARTICLE 9  
OFFICERS

9.0 The affairs of the Association shall be administered by the Officers of the Association holding the offices designated in the By-Laws. The Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. Officers need not be members of the Association. The By-Laws may provide for the duties of Officers, and for the removal from office of Officers and for the filling of vacancies.

ARTICLE 10  
SUBSCRIBER

10.0 The name and address of the Subscriber to these Articles of Incorporation is as follows: Benjamin E. Jefferies, 201 East New Haven Ave., Melbourne, FL 32901.

ARTICLE 11  
BY-LAWS

11.0 The first By-Laws of the Association shall be adopted by a majority vote of the Board of Directors of the Association and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

ARTICLE 12  
INDEMNIFICATION

12.0 Indemnity. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misconduct or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought

shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful. This Article 12 shall not apply to a director appointed by the Developer.

12.1 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 12.0 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.

12.2 Approval. Any indemnification under Paragraph 12.0 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 12.0 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit, or proceeding, or (b) if such a quorum is not obtainable or, even if obtainable, by a majority vote of a committee duly designated by the Board of Directors (in which directors who are a party may participate) consisting solely of two (2) or more directors not at the time parties to the proceeding, or (c) by independent legal counsel selected by the Board of Directors prescribed in subparagraph (a) above or the committee prescribed in subparagraph (b) above or selected by a majority vote of the full Board of Directors in which directors who are parties may participate if a quorum of the directors cannot be obtained as provided in subparagraph (a) and the committee cannot be designated pursuant to subparagraph (b), or (d) by the members by a majority vote of a quorum consisting of members who are not parties to such proceeding, or, if no such quorum is obtainable, by a majority vote of members who are not parties to such proceeding.

12.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

12.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the members of the Association, or otherwise, both as to action in

his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a Director, Officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

### ARTICLE 13 AMENDMENTS

#### 13.0 Amendments While Developer Holds Two-Thirds (2/3) of Total Membership Votes.

At any time Developer holds at least two-thirds (2/3) of the total membership votes (Class A and Class B combined), these Articles may be amended by the Developer.

13.1 Amendments While Developer Does Not Hold Two-Thirds (2/3) of Total Membership Votes. At any time the Developer does not hold two-thirds (2/3) of the total membership votes, amendments to these Articles may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning not less than one-third (1/3) of the Lots, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him or her of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver of notice. And, when such waiver of notice is filed in the records of the Association (whether before or after the holding of the meeting), it shall be deemed equivalent to the giving of such notice to such member.

At such meeting, if the Developer maintains a Class B membership, the Amendment or Amendments proposed must be approved by the Developer and an affirmative vote of members holding at least a two-thirds (2/3) vote of the total number of members of the Association entitled

to vote thereon in order for such Amendment or Amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida and also recorded in the Public Records of Brevard County within twenty (20) days from the date on which the same became effective, such Amendment or Amendments to refer specifically to the recording data identifying the Declaration. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of the Association shall be mailed or delivered to all of the members of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

At such meeting, if the Developer no longer maintains a Class B membership, the Amendment or Amendments proposed must be approved solely by an affirmative vote of members holding at least a two-thirds (2/3) vote of the total number of members of the Association entitled to vote thereon and the above referenced procedure for certification, filing and recording shall be followed.

The Developer specifically reserves the absolute and unconditional right, as long as Developer owns any Lot, to amend these Articles without the consent or joinder of any party to (i) conform to the requirements of the St. Johns River Water Management District, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or pursuant to any requirement of any federal, state or local governmental entity, agency or authority; (ii) conform to the requirements of mortgage lenders or title insurance companies; or (iii) perfect, clarify, or make internally consistent the provisions herein.

Notwithstanding any other terms or conditions contained herein, no amendments may be made to these Articles amending or terminating the rights of the Developer without the prior written consent of the Developer.

13.2 Governmental Approval of Certain Amendments. So long as there is a Class B membership, the following actions shall require the prior approval of the Department of Housing and Urban Development, Federal Housing Administration or the Veterans Administration; annexation of additional properties; dedication of Common Areas; amendment of these Articles of Incorporation; merger and/or consolidation of this Corporation; mortgaging of any Common Areas in the Project; or dissolution of the Corporation.

ARTICLE 14  
ASSOCIATION ASSETS

14.0 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's Lot. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the By-Laws of this Association.

14.1 In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to the City of Palm Bay, Brevard County, Florida or other applicable governmental entity. However, in no event shall the City of Palm Bay, Brevard County, Florida or other applicable governmental entity be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but the City of Palm Bay, Brevard County, Florida or other applicable governmental entity, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission, City Council, or governing body. Notwithstanding the foregoing, in the event of permanent dissolution, the Association assets must either be dedicated to a public body, or conveyed to a not-for-profit organization with similar purposes.

14.2 In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by this St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 15  
TRANSACTIONS IN WHICH DIRECTORS OR  
OFFICERS ARE INTERESTED

15.0 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

AUDIT NUMBER (((H99000016223 2)))

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THIS  
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act;

FIRST, that SUMMERFIELD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC. a Florida Non-Profit organization, desiring to organize under the laws of the State of Florida, with its principal office as indicated by the Articles of Incorporation in the City of Melbourne County of Brevard, State of Florida, has named BENJAMIN E. JEFFERIES, 201 East New Haven Avenue, Melbourne, Florida 32901, as its agent to accept service of process within the State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.

  
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BENJAMIN E. JEFFERIES

AUDIT NUMBER (((H99000016223 2)))

15.1 The Association shall be free to contract with the Developer, its directors and officers, and any other corporation in which any of them are interested.

15.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

**ARTICLE 16  
INITIAL REGISTERED OFFICE ADDRESS  
AND NAME OF REGISTERED AGENT**

16.0 The street address of the initial registered office of the Association is 201 East New Haven Avenue, Melbourne, Florida 32901, and the initial registered agent of the Association at that address is Benjamin E. Jefferies.

IN WITNESS WHEREOF, the Subscriber has affixed his signature this \_\_\_\_\_ d a y of July, 1999.

  
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BENJAMIN E. JEFFERIES