

BYLAWS OF ISLAND COVE VILLAS AT MEADOW WOODS  
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - IDENTITY

Section 1. Name. The following Bylaws shall govern the operation of ISLAND COVE VILLAS AT MEADOW WOODS HOMEOWNERS' ASSOCIATION, INC.

Section 2. Principal Office. The principal office of the corporation shall be located at 2533 Boggy Creek Road, Kissimmee, Florida 34744, but the Association may maintain offices, transact business and hold meetings of members and directors at such places within the State of Florida as may be designated by the Board of Directors.

Section 3. Seal. The seal of the corporation shall bear the name of the corporation, the words "a Florida corporation not for profit", and the year of incorporation.

Section 4. Definitions. As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Covenants and Restrictions recorded or to be recorded in the Public Records of Orange County, Florida. All references to "Declaration of Covenants and Restrictions" or "Declaration", as used herein, shall mean the above described Declaration of Covenants and Restrictions. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the aforesaid Declaration of Covenants and Restrictions.

ARTICLE II - MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership. Membership in the Association shall be limited to Owners of the Living Units as defined in the Declaration. Transfer of Living Unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become automatically vested in the transferee upon the recordation in the Public Records of Orange County, Florida, of the deed or other instrument establishing the acquisition and designating the Living Unit affected thereby. If Living Unit ownership is vested in more than one (1) person, then all of the persons so owning said Living Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Living Unit shall be cast by the "voting member". If Living Unit ownership is vested in a corporation, or other legal entity said corporation or other legal entity may designate an individual officer, employee or other representative of the corporation or other legal entity as its "voting member".

Section 2. Voting.

(a) The Owner(s) of each Living Unit shall be entitled to one (1) vote for each Living Unit. If an Owner owns more than one (1) Living Unit, he shall be entitled to vote for each Living Unit owned. The vote of a Living Unit is not divisible.

(b) A majority of the voting members' total votes cast shall decide any question, unless the Declaration provides otherwise, in which event, the voting percentage required in the Declaration shall control.

Section 3. Quorum. Unless otherwise provided by these Bylaws, the Declaration or the Articles of Incorporation, the presence in person or by proxy of a majority of the total votes held by voting members shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

30%

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary of the Association not less than three (3) days prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein, and any lawfully adjourned meetings thereof. Where a Living Unit is owned jointly by a husband and wife, and if they have not designated one (1) of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

Section 5. Designation of Voting Member. If a Living Unit is owned by one (1) person, his right to vote shall be established by the recorded deed or other instrument establishing title to the Living Unit. If a Living Unit is owned by more than one (1) person, the person entitled to cast the vote for the Living Unit shall be designated in a Certificate, signed by all of the record owners of the Living Unit and filed with the Secretary of the Association. If a Living Unit is owned by a corporation, or other legal entity the officer, employee or other representative thereof entitled to cast the vote of the Living Unit for the corporation or other legal entity shall be designated in a Certificate for this purpose signed by the President, Vice President, or other authorized signatory and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Living Unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Living Unit owned by more than one (1) person, by a corporation or other legal entity, the vote of the Living Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Living Unit, except if said Living Unit is owned by a husband and wife. Such Certificates shall be valid until revoked, superseded by a subsequent Certificate, or a change in the ownership of the Living Unit concerned takes place.

If a Living Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Living Unit is not divisible.)

(c) Where they do not designate a voting member and only one (1) is present at a meeting, the person present may cast the Living Unit vote just as though he or she owned the Living Unit individually and without establishing the concurrence of the absent person.

#### ARTICLE III - MEETING OF THE MEMBERSHIP

Section 1. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Living Unit Owner of record. All notices shall be mailed to or served at the address of the Living Unit Owner as it appears on the books of the Association as hereinafter set forth. Notices of annual meetings shall be furnished to each member, and, except in the event of an emergency, notices of special meetings shall be furnished to each member at least three (3) days prior to such meeting. Notice of

14 DAYS

a special meeting may be waived either before or after the meeting, in writing.

Section 2. Annual Meeting. The annual meeting for the purposes of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 3. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of voting members representing twenty-five percent (25%) of the members which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

Section 4. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the total votes of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 5. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of the total votes held by members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

#### ARTICLE IV - DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors who shall be members of the Association, except that Directors elected or appointed by the Developer need not be members of the Association.

Section 2. Term of Office. At the first annual meeting after the expiration of the term of the Directors and the initial Board of Directors, and at subsequent annual meetings thereafter, the members shall elect Directors who shall each serve for a term of one (1) year, unless he/she shall earlier resign, or shall be removed, or otherwise be disqualified to serve.

#### Section 3. First Board of Directors.

(a) The first Board of Directors of the Association who shall hold office and serve until the first annual meeting of members, and until their successors have been elected and qualified, shall consist of the following:

Carl Palmisciano  
Charles D. O'Hara  
Morris A. Williams, Jr.

(b) The meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the meeting shall be necessary, provided a quorum shall be present.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the total votes held by members of the Association.

Section 5. Vacancies. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 6. Disqualification and Resignation. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the first meeting of the newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his Living Unit by a Director shall automatically constitute a resignation, effective upon the recordation in the Public Records of Orange County, Florida, of the deed or other instrument establishing the transfer. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 7. 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 8. Regular Meetings. Regular meetings of the Board of Directors shall be held 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 9. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President and, in his absence, by the Vice President of the Association, or by any two (2) Directors, after not less than three (3) days notice in writing to each Director of the time and place of said meeting, except in the event of an emergency. All notices of special meetings shall state the purpose of the meeting.

Section 10. 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.

Section 11. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the

Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum shall be present. At each such adjourned meeting, any business which might have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 13. 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 (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.

Section 14. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may be 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.

Section 15. Powers. The Board of Directors of the Corporation shall have the powers necessary for the administration of the affairs of the Association. The powers shall specifically include, but shall not be limited to, the following:

(a) To suspend the voting rights of a member during any period in which such member shall be in default for more than thirty (30) days after notice in the payment of any assessment levied by the Association.

(b) To 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;

(c) To declare the office of 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;

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

(e) To further improve the Common Area, both real and personal property, subject to the provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

(f) To further designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management, affairs and business of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by Living Unit Owners when such is specifically required.

Section 16. Duties. It shall be the duty of the Board of Directors as follows:

(a) To 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 (1/4th) of the Class A members who are entitled to vote;

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

(c) As more fully provided in the Declaration; to:

assessment; (1) fix the amount of the annual general

(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) file and 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.

(d) To 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) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate, in which event, the Association shall bear the cost thereof;

(f) To procure and maintain adequate liability and hazard insurance on property to be maintained by the Association; and

(g) To cause the Common Area to be maintained.

#### ARTICLE V - OFFICERS

Section 1. Enumeration of Officers. The officers of the Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, and a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create, who shall be from among the members, except that officers elected or appointed by the Developer need not be members of the Association.

Section 2. Election. 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 the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall earlier resign, or shall be removed, or otherwise be 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, by 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. 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/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No other person shall simultaneously hold more than one (1) 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 be the chief executive officer of the Association; shall preside at all meetings of the Living Unit Owners and of the Board of Directors; shall have executive powers and general supervision over the affairs of the Association and other officers; shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

(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; shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all moneys 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; shall keep proper books of account, shall cause an annual review of the Association's books to be made by a certified public accountant at the completion of each taxable year; shall prepare an annual budget and a statement

of income and expenditures to be presented to the members at the regular annual meeting, and deliver a copy of each to the members; and shall collect the assessments and promptly report to the Board of Directors the status of collections and of all delinquencies.

#### ARTICLE VI - BOOKS AND RECORDS

Section 1. Owner Register. The Association shall maintain a register of the name and mailing address of all Owners. In the event that the address of an Owner is different from the property address and the Association has not been provided with the different address, the property address shall be deemed to be same, and any notice sent to the said property address shall comply with the requirements of these Bylaws, the Declaration, and the Articles of Incorporation. If a Living Unit is owned by more than one (1) person, they shall provide the Association with one (1) mailing address for said Living Unit, and, in the event same is not provided to the Association, it shall be deemed to be the property address. Any change of address shall be effective only as to future notices, and shall not affect any notices previously provided to the members, even in the event that the meeting or other occurrence in the said notice has not occurred as of the time of giving of said address change.

Section 2. Inspection by Members. The books, records and papers of the Association shall, 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 a reasonable cost.

#### ARTICLE VII - FINANCES AND ASSESSMENTS

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Taxable Year. The taxable 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 taxable year shall begin on the date of incorporation.

#### Section 4. Determination of Assessments.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. Association expenses shall include those expenses as set forth in Article V of the Declaration, including the costs of carrying out the powers and duties of the Association, and such other expenses as are determined by the Board. The Board is specifically



empowered, on behalf of the Association, to make and collect assessments and to maintain and repair areas as provided in the Declaration, subject to the provisions of Article IV of the Declaration. Funds for the payment of Association expenses shall be assessed against the Living Unit Owners on an equal basis as provided in the Declaration. Said assessments shall be payable in advance as determined by the Board of Directors, and shall be due when ordered by the Board. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Living Unit Owner a statement of said Living Unit Owner's assessment. All assessments shall be payable to the Treasurer of the Association, and upon request said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year pursuant to Article V of the Declaration.

Section 5. Application of Payments and Comingling of Funds. All sums collected by the Association from assessments may be comingled in a single fund or divided into more than one (1) fund as determined by the Board of Directors of the Association. All assessment payments by a Living Unit Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration, and general or special assessments in such manner and amounts as the Board of Directors determines, in its sole discretion.

Section 6. Acceleration of Assessment Installments Upon Default. If a Living Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Living Unit Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of or in the mailing of such notice to the Living Unit Owner.

Section 7. Delinquent Assessments. As more fully provided in the Declaration, each member, regardless of how title is acquired, including a purchase at a judicial sale, 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. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of conveyance. Any assessment which is not paid within ten (10) days of its due date shall be delinquent. Following delinquency of any assessment, the Association may bring an action at law against the Owner personally obligated to pay the same or file and foreclose a lien against the property, and interest, costs and reasonable attorneys' fees, including all appellate levels, of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Living Unit.

#### ARTICLE VIII - AMENDMENTS

Section 1. Amendments. These Bylaws may be amended at a regular or special meeting of the Board of Directors by the affirmative vote of a majority of the members of the Board.

Section 2. Recordation. Any amendment to these Bylaws shall be certified and recorded as required in the Declaration.

Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these Bylaws as between these Bylaws and the Declaration, the Declaration shall prevail. No amendment of these Bylaws shall change the rights and privileges of the Developer without the Developer's prior written approval.

Section 4. FHA/VA Approval. Until the Class "B" membership ceases to exist, the following actions will require the prior approval of the FHA or the VA:

Any Amendment to the Bylaws must be approved by the FHA or the VA other than Amendments to correct ambiguities or conflicts. Approval of the FHA or VA shall only be required if any mortgage encumbering a Living Unit is guaranteed or insured by either of such agencies.

#### ARTICLE IX - INDEMNIFICATION

Section 1. Indemnification. The Association shall have the authority to indemnify any Director or officer made a party or threatened to be made a party to any threatened or pending action, suit or proceeding, whether civil, criminal, administrative, or investigative, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he serves at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit, or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit, or proceeding is held shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. Determination of Amounts. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred, and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or

proceeding. In the event that all the Directors were parties to such action, suit or proceeding, such determination shall be made by the members of the Association by a majority vote of a quorum.

Section 3. No Limitation. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE X - LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership of a Living Unit and membership in the Association, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XI - LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair areas as provided in the Declaration, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other persons.

ARTICLE XII - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Declaration, or these Bylaws.

ARTICLE XIII - PARAMOUNT RIGHTS OF DEVELOPER

All of the applicable terms and provisions of the Articles or these Bylaws shall be subject to the Declaration of Covenants and Restrictions as to the rights and powers of the Developer, which rights and powers shall be deemed paramount to the applicable provisions of the Articles or these Bylaws.

IN WITNESS WHEREOF, we, being all of the Directors of ISLAND COVE VILLAS AT MEADOW WOODS HOMEOWNERS' ASSOCIATION, INC., have hereunto set our hands and seals this 29<sup>th</sup> day of June, 1992

Signed, sealed and delivered in the presence of:

Sarah Ann Gilman

Carl Palmisciano (SEAL)  
CARL PALMISCIANO

X Ramona Thompson

Sarah Ann Gilman

Charles D. O'Hara (SEAL)  
CHARLES D. O'HARA

X Ramona Thompson

Sarah Ann Gilman

Morris A. Williams, Jr. (SEAL)  
MORRIS A. WILLIAMS, JR

X Ramona Thompson

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THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Peter R. McGrath, Esquire  
CLAYTON & MCCULLOH  
220 North Palmetto Ave.  
Orlando, Florida 32801

Orange Co FL 5707238  
080196 03:32:26pm  
OR Bk 5098 Pg 3913  
Rec 15.00

CERTIFICATE OF AMENDMENT TO  
BYLAWS OF ISLAND COVE VILLAS AT  
MEADOW WOODS HOMEOWNERS' ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That on this 5<sup>th</sup> day of July, 1996, the undersigned ISLAND COVE VILLAS AT MEADOW WOOD HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"), pursuant to the Bylaws of the Association (hereinafter referred to as the "Bylaws") hereby certifies that Amendments to the Bylaws, which Amendments are attached hereto and by reference made a part hereof, were duly adopted on the 5<sup>th</sup> day of July, 1996. Said Amendments were approved by the affirmative vote of a majority of the members of the Board of Directors.

IN WITNESS WHEREOF, ISLAND COVE VILLAS AT MEADOW WOODS HOMEOWNERS' ASSOCIATION, INC., has caused these presents to be executed in its name, this 5<sup>th</sup> day of July, 1996.

Signed, sealed and delivered  
in the presence of:

[Signature]  
(sign)

\_\_\_\_\_  
(print)

James I Myers  
(sign)

JAMES I MYERS  
(print)

ISLAND COVE VILLAS AT MEADOW  
WOODS HOMEOWNERS' ASSOCIATION,  
INC.

BY: William P Bishop  
(sign)

William P. Bishop  
(print)  
President

Address: 14785 Laguna Beach Cr.

Orlando, FL 32786

AMENDMENTS TO BYLAWS OF ISLAND COVE VILLAS  
AT MEADOW WOODS HOMEOWNERS' ASSOCIATION, INC.

Article IV, Sections 1 and 2 of the By-Laws are hereby amended as follows (additions to original text are underlined; deletions from the original text are ~~stricken~~):

Article IV - Directors

Section 1. Number. The affairs of this Association shall be managed by a Board of ~~not less than three (3) nor more than seven (7)~~ Directors who shall be members of the Association, except that Directors elected or appointed by the Developer need not be members of the Association.

Section 2. Term of Office. ~~At the first annual meeting held in the calendar year 1996, the members shall elect three directors who shall serve for the following terms: the director receiving the highest plurality of votes shall serve for a term of three (3) years; the director receiving the second highest plurality of votes shall serve for a term of two (2) years; the director receiving the third highest plurality of votes shall serve for a term of one (1) year. after the expiration of the term of the Directors and the initial Board of Directors, and~~ At subsequent annual meetings thereafter, the members shall elect Directors, one each year, who shall each serve for a term of three (3) years each one (1) year, unless he/she shall earlier resign, or shall be removed, or otherwise be disqualified to serve. If a director shall resign, be removed, or otherwise become disqualified to serve prior to expiration of his or her term, the remaining directors shall appoint a replacement director to serve for the balance of the replaced director's term.

OR Bk 5098 Pg 3915  
Orange Co FL 5707238

Recorded - Martha D. Haynie

(sign)

(print)

(sign)

(print)

ATTEST:

(sign)

(print)

Title: Secretary

Address: 14540 Laguna Beach

Circle Orlando FL 32824

OR Bk 5098 Pg 3914  
Orange Co FL 5707238

STATE OF FLORIDA  
COUNTY OF ORANGE OSCEOLA

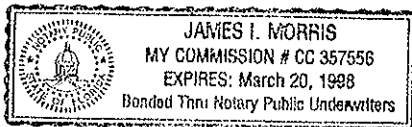
The foregoing Certificate of Amendment was acknowledged before me this 5th day of July, 1996, by William P. Bishop, as President, and Sandra Garrick, as Secretary, of Island Cove Villas at Meadow Woods Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Florida Driver Lic as identification.

NOTARY PUBLIC

(sign)

(print)

(Notarial Seal)



State of Florida at Large (Seal)  
My Commission Expires: 3/20/98