

BYLAWS  
OF  
THE OAKS MASTER PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is The Oaks Master Property Owners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located at 4100 Enchanted Oaks Circle, Kissimmee, FL 34741, but meetings of Members and/or Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors (the "Directors").

ARTICLE II  
DEFINITIONS

Section 1. "Association" shall mean and refer to The Oaks Master Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" or "Property" shall mean and refer to that certain real property described in the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated May 31, 1996, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 6. "Declarant" shall mean and refer to Overoaks Development, Ltd., a Texas limited partnership authorized to transact business in the State of Florida, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Public Records of Osceola County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to Membership as provided in the Declaration.

Section 9. "Governing Documents" shall mean and collectively refer to these Amended and Restated Bylaws and Amended and Restated Articles of Incorporation of The Oaks Master

Return to: Greenberg Glusberg (313) 2050  
111 N. Orange Av  
Orlando, FL 32806

Property Owners Association, Inc. and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Oaks Master Property Owners Association, Inc.

Section 10. Non-Defined Terms. All terms not defined in these Bylaws shall have the same meaning as are attributed to them in the Declaration and the Articles.

### ARTICLE III MEMBERS

Section 1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.

Section 2. Member Register. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Members. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

### ARTICLE IV MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within thirteen (13) months of the previous annual meeting, at 7:00 p.m., unless a different time is established by the Directors. The Board shall not hold the annual meeting on a Saturday, Sunday or legal holiday. Feb

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 one-fourth (1/4) of all of the votes of the Class A and B membership, or by written request of the Class C Member.

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 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. Attendance at Meetings. Any person entitled to cast the votes of a Member, and in the event any Lot is owned by more than one (1) person, all Co-Owners of a Lot may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of such meeting.

Section 5. Organization. At each meeting of the Members, the President, or in his absence, the Vice President, shall act as Chairman of the Meeting. The Secretary, or in his absence any person appointed by the Chairman of the Meeting, shall act as Secretary of the meeting.

**Section 6. Minutes.** The minutes of all meetings of the Members shall be kept in a book available for inspection by the Members or their authorized representatives, and the Members of the Board of Directors, at any reasonable time.

**Section 7. Quorum.** The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

**Section 8. Proxies.** At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than eleven (11) months prior to such meeting unless such proxy specifically provides for a longer period of time. All proxies shall be in writing, state the date, time and place of the meeting for which it is being signed by the Member entitled to vote and filed with the Secretary. Proxies shall only be valid for the particular meeting set forth in the proxy as it shall be adjourned and reconvened from time to time, and shall automatically expire ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

**Section 9. Voting by Co-Owners.** If a Lot associated with the membership of a Member is owned by more than one individual or entity, the vote of the Member may be cast at any meeting by any Co-owner. If at the time when the Members are voting a dispute arises between the Co-Owners as to how the vote shall be cast, they shall lose the right to cast their vote on the matter being voted upon, but their vote shall continue to be counted for purposes of determining the existence of a quorum.

**Section 10. Parliamentary Rules.** Roberts' Rules of Order (latest addition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents.

**Section 11. Recording.** Any member may tape record or videotape meetings of the Board of Directors and meetings of the members. The Board of Directors may adopt reasonable rules governing the taping of such meetings.

## ARTICLE V BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

**Section 1. Number.** The affairs of this Association shall be managed by a Board of Directors of a minimum of three (3) and a maximum of nine (9) Directors, who need not be Members of the Association.

**Section 2. Term of Office.** At the first annual meeting the Members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years and one (1) Director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) Director for a term of three (3) years. If the number of Directors is more than three (3), each additional Director shall be elected for a term of three (3) years.

**Section 3. Removal.** Any Director may be removed from the Board of Directors, with or without cause, by the vote or agreement in writing of a majority 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 of Directors 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 VI 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, 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. Members or non-members of the Association may be nominated while there is a Class C membership in existence. At such time as no Class C membership exists, only members of the Association may be nominated.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At the 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. The use of proxies will be in accordance with the provisions set forth above in Article IV, Section 8.

## ARTICLE VII MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually or on an as needed basis without written notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. 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. Notices of all meetings of the Board of Directors must be posted in a conspicuous place upon the Property at least 48 hours in advance of a meeting, except in an emergency. Alternatively, in the event no notice is posted, notice of each Board meeting must be mailed or delivered to each Director at least seven (7) days before the meeting, except in an emergency, or may be published in the form of a Schedule of Board meetings. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

**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 of Directors. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

**Section 4. Presiding Officer.** The presiding Officer at the Board of Directors' meetings shall be the Chairman of the Board ("Chairman"), if such an Officer is elected. If no Chairman is elected and the President is a Member of the Board of Directors, he shall preside. If the President is not a Director, then the Board of Directors shall designate one of their Members to preside.

**Section 5. Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Members or the Directors, at any reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

## ARTICLE VIII 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 any infraction thereof;

(b) suspend the right to use of 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 the Governing Documents;

(d) declare the office of a Member of the Board of Directors to be vacant in the event a 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; and

(f) appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board of Directors which may include any powers which may be exercised by the Board of Directors.

**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 the Class A and B 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 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 of Directors 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, storm water management tracts, systems, wetland areas, and all other lands, properties and water bodies required to be maintained by the Association pursuant to that certain Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of The Oaks (Southern Community) as recorded in O.R. Book 1331, Page 2022, of the Public Records of Osceola County, Florida to be maintained;

(h) supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property;

(i) maintain bank accounts on behalf of the Association and designate signatories required therefor;

(j) enter into and upon any portion of the Property, including any Lot(s) when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so;

(k) perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

## ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a 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 of Directors 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 of Directors 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 of Directors 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 of Directors 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 of Directors. Any Officer may resign at any time giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time as specified, and unless otherwise specified, 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 of Directors. 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. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

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

### President

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

### Vice-President

(b) 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 of Directors.

### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors 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 of Directors 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 of Directors.

### Treasurer

(d) 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's 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 each of the Members.

## ARTICLE X INDEMNIFICATION

The Directors and Officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fees as provided by law.

## ARTICLE XI COMMITTEES

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

## ARTICLE XII BOOKS AND RECORDS

The books, records and papers of the Association shall at all times be subject to inspection by any Member. The Declaration, the Articles 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. The Association shall be required to make available to prospective purchasers of any Lot, current copies of the Governing Documents and the most recent annual financial statement of the Association.



### ARTICLE XIII 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 thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, or as set by the Board of Directors as permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessment by nonuse of the Common Area or abandonment of his Lot.

### ARTICLE XIV CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: The Oaks Master Property Owners Association, Inc., the year "1985" and the words "Corporation Not-For-Profit." The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

### ARTICLE XV AMENDMENTS

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class C membership in existence.

### ARTICLE XVI MISCELLANEOUS

Section 1. Fiscal Year. 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.

Section 2. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

Section 3. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the Rules and Regulations of the Association shall govern, in that order.

Section 4. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.

IN WITNESS WHEREOF, we, being all of the Directors of The Oaks Master Property Owners Association, Inc., have hereunto set our hands this \_\_\_\_ day of November, 1996.

*Randy Bullock*

Print Name: RANDY BULLOCK

*Amelia Tsang*

Print Name: Amelia Tsang

*Randy Bullock*

Print Name: RANDY BULLOCK

*Amelia Tsang*

Print Name: Amelia Tsang

*Samantha Waters*

Print Name: Samantha Waters

*Andrew E. Kidd*

Print Name: Andrew E. Kidd

*R. Edward Noble*

R. Edward Noble  
President/Director

*Andrew E. Kidd*

Andrew E. Kidd  
Vice President/Treasurer/Director

*Jack E. Truett*

Jack E. Truett  
Secretary/Director

Samantha Waters  
Print Name: Samantha Waters

Andrew E. Kidd  
Print Name: Andrew E. Kidd

Ramona Thompson  
Print Name: RAMONA THOMPSON

Charles D. O'Hara  
Print Name: Charles D. O'Hara

Mario Licausi  
Mario Licausi  
Director

Carl Palmisciano  
Carl Palmisciano  
Director

STATE OF TEXAS

COUNTY OF DAWAS

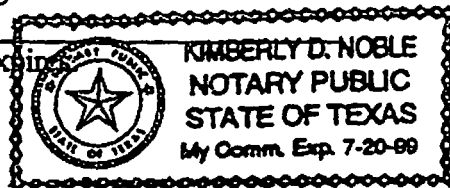
The foregoing instrument was acknowledged before me this 1 day of November, 1996, by R. EDWARD NOBLE. He is personally known to me  or has produced \_\_\_\_\_ as identification.

Kimberly D. Noble

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_



STATE OF TEXAS

COUNTY OF DAWAS

The foregoing instrument was acknowledged before me this 1 day of November, 1996, by ANDREW E. KIDD. He is personally known to me  or has produced \_\_\_\_\_ as identification.

Kimberly D. Noble

NOTARY PUBLIC

Print Name: \_\_\_\_\_

My Commission Expires \_\_\_\_\_

