

**ATTACHMENT 17**

**MASTER ASSOCIATION ARTICLES OF INCORPORATION AND BYLAWS**

**ARTICLES OF INCORPORATION  
OF  
MARINA SAN PABLO MASTER ASSOCIATION, INC.  
(a corporation not-for-profit)**

**I. NAME AND DEFINITIONS.**

The name of this corporation shall be Marina San Pablo Master Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Marina San Pablo to be recorded in the current public records of Duval County, Florida (the "Declaration").

**II. PRINCIPAL OFFICE AND MAILING ADDRESS.**

The location of the corporation's principal office and its mailing address shall be 3020 Hartley Road, Suite 300, Jacksonville, Florida 32257, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

**III. PURPOSES.**

The general nature, objects and purposes of the Association are:

- A. To promote matters of common interest and concern of the Owners of property within the Marina San Pablo community (the "Community") located in Duval County, Florida.
- B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.
- C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management Permit Nos. 4-031-83836, as the same may be amended from time to time, and applicable District rules, and to assist in the enforcement of the Declaration which relate to the surface water or stormwater management system.

- D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.
- E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.
- F. To operate without profit for the sole and exclusive benefit of its Members.
- G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

#### **IV. GENERAL POWERS**

The general powers that the Association shall have are as follows:

- A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not

limited to, work within retention areas, drainage structures and drainage easements.

- F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.
- G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
- H. 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, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations 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.
- I. To merge with any other association that may perform similar functions located within the same general vicinity of the Property.
- J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

Members ("Members") shall consist of the Developer and all other Owners of single-family homes or condominium units (together, the "Lots") located or to be located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot and ownership of the marina.

VI. **VOTING AND ASSESSMENTS.**

- A. The Association shall have two classes of voting membership as follows:
  - 1. Class A Membership. The Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned.
  - 2. Class B Membership. The Class B Member shall be the Developer who shall be entitled to four (4) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (i) When the total votes outstanding in the Class A Membership equals the total votes in the Class B Membership;
  - (ii) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer;
  - (iii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.
- B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.
- C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

## **VII. BOARD OF DIRECTORS.**

- A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Directors need not be members of the Association and need not be residents of the State of Florida. For so long as the Class B Membership shall exist, the Developer shall have the right to appoint all of the Directors. Following termination of the Class B Membership, Directors shall be elected as herein provided.
- B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Director receiving the highest number of votes shall be established at two (2) years. The other Directors shall be elected for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve

at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

- C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

William L. Morgan  
3020 Hartley Road, Suite 300  
Jacksonville, FL 32257

Mark T. Farrell  
3020 Hartley Road, Suite 300  
Jacksonville, FL 32257

Clarence S. Moore  
3020 Hartley Road, Suite 300  
Jacksonville, FL 32257

**VIII. OFFICERS.**

- A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Mark T. Farrell
Vice President/Treasurer/Secretary	William L. Morgan
Vice President	Clarence S. Moore

**IX. CORPORATE EXISTENCE.**

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

**X. BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

**XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding not less than two-thirds (2/3) of the total votes allocated to the Members pursuant to these Articles.

**XII. INCORPORATOR.**

The name and address of the Incorporator is as follows:

Mark T. Farrell  
3020 Hartley Road, Suite 300  
Jacksonville, Florida 32257

**XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, 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 a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served 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 thereof, 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 grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or 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 interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross 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, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.
- B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith 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.
- C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

#### **XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.**

- A. 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 in which they 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 authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.



- B. 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 the contract or transaction.

**XV. DISSOLUTION OF THE ASSOCIATION.**

- A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:
  - 1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.
  - 2. If no municipal or governmental authority will accept such dedication, the assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.
- B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.
- C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import, and be approved by the St. Johns River Water Management District and the Army Corps of Engineers.

**XVI. MERGERS AND CONSOLIDATIONS.**

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this \_\_\_\_ day of October, 2006.

Signed, sealed and delivered  
in the presence of:

**INCORPORATOR:**

\_\_\_\_\_  
\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
**Mark T. Farrell**  
3020 Hartley Road, Suite 300  
Jacksonville, FL 32257

\_\_\_\_\_  
\_\_\_\_\_  
(Print or Type Name)

STATE OF FLORIDA        }  
  }SS  
COUNTY OF DUVAL        }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2006, by **MARK T. FARRELL**, the Incorporator of **MARINA SAN PABLO MASTER ASSOCIATION, INC.**, a corporation not-for-profit, on behalf of the corporation.

\_\_\_\_\_  
(Print Name) \_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Commission #  
My Commission Expires:  
Personally Known  
or Produced I.D.  
[check one of the above]  
Type of Identification Produced:

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

MARINA SAN PABLO MASTER ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 3020 HARTLEY ROAD, SUITE 300, JACKSONVILLE, FLORIDA 32257, HAS NAMED MARK T. FARRELL, WHOSE ADDRESS IS 3020 HARTLEY ROAD, SUITE 300, JACKSONVILLE, FL 32257, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**MARINA SAN PABLO MASTER ASSOCIATION,  
INC., a corporation not-for-profit**

BY: \_\_\_\_\_  
**MARK T. FARRELL**  
Incorporator

Dated: October \_\_\_\_\_, 2006

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

\_\_\_\_\_  
**MARK T. FARRELL**  
Registered Agent

Dated: October \_\_\_\_\_, 2006

## BYLAWS

### OF

### MARINA SAN PABLO MASTER ASSOCIATION, INC.

1. Definitions. Capitalized terms used in these Bylaws shall have the same definitions and meanings as are set forth for those terms in the Master Declaration of Covenants, Conditions and Restrictions for Marina San Pablo as recorded or to be recorded in the Public Records of Duval County, Florida, as amended from time to time (the "Declaration").

2. Identity. These are the Bylaws of Marina San Pablo Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, *Florida Statutes* (the "Association").

2.1 Office. The office of the Association shall be located at 3020 Hartley Road, Suite 300, Jacksonville, Florida 32257, or at such other place as may be designated from time to time by the Board of Directors.

2.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

2.3 Seal. The seal of the Association shall bear the name of the corporation, the word, "Florida", the words, "Corporation not-for-profit", and the year of incorporation.

3. Members.

3.1 Qualification. Qualification and membership in the Association is as provided in Article VI of the Articles, as may be supplemented by these Bylaws.

3.2 Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Duval County, Florida, a deed or other instrument establishing record title to a Unit under the jurisdiction of the Association. The Owner designated as grantee by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of such property transfer and furnish the Association a copy of the recorded deed, the new Owner's address, telefax number, e-mail address, and the Owner's local agent, if any. Any notice requirements set out in these Bylaws and in the Articles shall be deemed to be complied with if notice to an Owner is directed to the address of said Owner or local agent as then reflected in the Association's records.

3.3 Voting Rights. The voting rights of each Member of the Association and the manner of exercising such rights shall be as set forth in Article VI of the Articles, as may be supplemented by these Bylaws.

3.4 Designation of Voting Representative. If a Unit is owned by one person or entity, that Owner's rights to vote shall be established by the record title to the Unit. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants, or by a partnership, limited liability company or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Designated Representative" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person, or by a partnership, limited liability company or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association ("Voting Certificate"), designate one natural person as the Designated Representative. The Voting Certificate shall be filed with the Secretary of the Association and the person so designated shall be and remain the Designated Representative of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Designated Representative of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

3.5 Ownership by Husband and Wife. Notwithstanding the provisions of Section 3.4 above, whenever any Unit is owned solely by a husband and wife, they may, but shall not be required to, designate a Designated Representative. In the event a Voting Certificate designating a Designated Representative is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting a vote for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their vote on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the right to vote for that Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.

- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the right to vote for that Unit, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

3.6 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such Owner if at an Association meeting, unless the joinder of all record Owners is specifically required by the Declaration, the Articles, or by these Bylaws.

3.7 Restraint Upon Assignment of Shares in Assets. 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 that Owner's Unit.

#### 4. Members' Meetings.

4.1 Annual Members' Meetings. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors, and to transact any other business authorized to be transacted by the members, or as otherwise stated in the notice of the meeting sent to Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration is recorded in the public records.

4.2 Special Members' Meetings. Special meetings of the Members may be called by either of the following:

- (a) the Board of Directors;
- (b) the Chairman of the Board of Directors;
- (c) the President or Vice President of the Association; or
- (d) The holders of not less than ten percent (10%) of the total voting interests of the Association.

4.3 Notice of All Meetings of Members. Written notice stating the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered to each Member entitled to vote at such meeting not less than fourteen (14) or more than sixty (60) days before the date of the meeting, by hand delivery, first-class mail, electronic communication, telefax, certified return receipt mail, a nationally recognized overnight courier delivery service, or any other method allowed by Chapters 617 and 720, *Florida Statutes*, by or under the supervision of the President or the Secretary of the Association.

4.4 Quorum; Voting. A quorum at Members' meetings shall consist of the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the total voting interests in the Association. If a quorum is present, the concurrence of at least a majority of the voting interests present, in person or by proxy, and entitled to vote on the subject matter shall constitute the act of the Members and shall be binding upon all Members for all purposes, except when the approval by a greater number of Members is required by the Declaration, any Supplemental Declaration or applicable law. When a specified item or business is required to be voted upon by a particular class of Members, the attendance, in person or by proxy, of at least thirty percent (30%) of the total voting interests of that particular class shall constitute a quorum for the transaction of such item of business by that class, and the concurrence of at least a majority of the voting interests of that class present, in person or by proxy, shall constitute the act of that class of Members and shall be binding upon all Members for all purposes, except when the approval by a greater number of such class of Members is required by the Declaration, any Supplemental Declaration or applicable law. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4.5 Proxies. The Members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is only effective for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not permitted.

4.6 Adjourned Meetings. Adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time or place pursuant to applicable law. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member on the new record date entitled to vote at such meeting.

4.7 Order of Business. The order of business at annual Members' meetings, and as far as practical at all other Members' meetings, shall be:

- (a) Call to order.
- (b) Appointment of a chairman of the meeting (who need not be a member or director).
- (c) Calling of the roll and certifying of proxies.
- (d) Proof of notice of meeting or waiver of notice.
- (e) Reading and approval of minutes of prior meeting(s).
- (f) Reports of directors and officers.
- (g) Reports of Committees.
- (h) Election of directors at annual meetings.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

4.8 Participation by Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Owners shall have the right to speak at the annual and special meetings of the Owners, committee meetings and Board meetings with reference to all designated agenda items. A Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit an Owner to speak on such items in its discretion. Any Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board: (a) the only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions; (b) audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting; (c) anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and (d) at least 48 hours prior written notice shall be given to the Secretary of the Association by any Owner desiring to make an audio or video taping of the meeting.

4.9 Minutes of Meetings. The Association shall maintain minutes of all meetings of the membership and of the Board of Directors in written form or in another form that



can be converted into written form within a 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. The minutes shall be available for inspection by Members or their authorized representatives at any reasonable time. The Association shall retain minutes for a period of not less than seven (7) years.

5. Board of Directors.

5.1 Number, Appointment, and Term of Office. The number, appointment and terms of Directors shall be as provided in Article VII of the Articles as may be supplemented by these Bylaws.

5.2 Election of Directors. Election of Directors shall be held at the annual members' meeting at the first annual meeting in which any Directors will be elected by a vote of the Association Members. Not less than sixty (60) days prior to a scheduled election, the Association shall mail or deliver to each Owner entitled to vote, a first notice in any manner described above in Section 4.3 of the date of election. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice in any manner described above in Section 4.3 to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda, the Association shall then mail or deliver a second notice in any manner described above in Section 4.3 of the meeting to all Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with the mailing or delivery of the ballot, with the costs of mailing and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The election of directors shall be by written ballot or voting machine or by any other electronic means adopted by the Board (including, but not limited to, e-mail). Elections shall be decided by a plurality of the votes cast.

5.3 Removal. Except for Declarant-appointed directors who may only be removed by Declarant, any director may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of the death, resignation or removal of a director, his successor shall be selected by the remaining directors and shall serve for the un-expired term of his predecessor; provided, however, that Declarant shall select successors to Declarant-appointed directors.

5.4 Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

6. Meetings of Directors.

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice at such place and hour as may be fixed from time to time by resolution of the Board. If the day for such regular meeting is a legal holiday, then the meetings shall be held at the same time on the next day that is not a legal holiday. Notice of such regular meeting is hereby dispensed with. Regular meetings of the Board of Directors shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

6.2 Special Meetings. Special meetings of the Directors may be called by the Chairman of the Board, by the President or Vice President of the Association, or by any two (2) directors. Not less than two (2) days notice of the special meeting shall be given to each director, which notice shall state the time, place and purpose of the meeting. Except in the case of any emergency, notice of such meetings shall be posted conspicuously on the Properties forty-eight (48) hours in advance of the special meeting for the attention of Members. All special meetings of the Board of Directors shall be open to the Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

6.3 Action Taken Without Notice. The transaction of any business at any meeting of the Board of Directors, however, called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holdings of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the Associations' records and made a part of the minutes of the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6.4 Defects in Notice, etc. Waived by Attendance. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Directors may participate in a meeting of such Board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in persons at a meeting.

6.5 Quorum. A quorum at directors' meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes

represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, a Supplemental Declaration, the Articles, or these Bylaws.

6.6 Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

6.7 Action by Directors Without a Meeting. Any action required to be taken at a meeting of the directors or a committee thereof, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the directors or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board or of the committee. Such consent shall have the same effect as a unanimous vote.

6.8 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside.

6.9 Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, *Florida Statutes*, the Declaration, a Supplemental Declaration, the Articles, and these Bylaws, shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

## 7. Officers.

7.1 Officers and Election. The executive officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice President, who also shall be selected from the Board of Directors, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

7.3 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

7.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incidental to the office of the Secretary of an association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

7.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

7.6 Compensation. The compensation, if any, of the officers shall be fixed by the Board of Directors.

8. 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, any Supplemental 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.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

9.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by their amounts and by accounts and receipt classifications. Expenses shall be entered by their amounts and by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not limited to:

- expense;
- (1) Professional, administration and management fees and
  - (2) Taxes on Common Property;
  - (3) Expense for utility services and maintenance expense relating to the Areas of Common Responsibility, Common;
  - (4) Insurance costs;
  - (5) Administrative and salary expenses;
  - (6) Operating capital; and
  - (7) Other expenses.

(b) Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

9.2 Budget. The Board of Directors shall adopt an operating and capital budget for the Properties as provided in the Declaration in advance for each calendar year which shall include the estimated funds required to defray the current expenses and shall provide funds for the foregoing reserves. The operating budget shall provide separate expense and reserve figures for the Common Properties and the Areas of Common Responsibility so as to permit appropriate allocation of assessments therefore among all Units.

9.3 Depository. The depository of the Association will be such bank or banks in Duval County, Florida as shall be designated from time to time by the Board. The withdrawal of money from such account(s) shall be only by checks signed by such persons as authorized by the Board; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

10. Parliamentary Rules. Roberts' Rules-Of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with these Bylaws.

11. Amendment. Amendments to these Bylaws shall be proposed and adopted in the following manner:

11.1 Method of Adoption. These Bylaws may be amended or repealed and new Bylaws adopted by Declarant so long as Declarant has the authority to appoint all of the Directors and thereafter by a majority vote of the Board or Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

11.2 Declarant Approval. So long as Declarant shall own any lands within the Properties, the Additional Properties, or within the Development Plan, no Declarant related amendment shall be made to these Bylaws unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

(a) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other owners.

(b) Modifies the definitions provided for by Article I of the Declaration in a manner which alters Declarant's rights or status.

(c) modifies or repeals any provision of Article II of the Declaration.

(d) alters the character and rights of membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.

(e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.

(f) denies the right of Declarant to convey to the Association Common Property.

(g) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant.

(h) alters or repeals any of Declarant's rights, reserved easements, right to grant easements, or any provision applicable to Declarant's rights as provided for by any provision of the Declaration or any Supplemental Declaration.

11.3 Proviso. No amendment shall make any changes in the qualifications for membership nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with Chapters 617 or 720, *Florida Statutes*, unless such inconsistencies are permitted by the provisions of Chapters 617 or 720, *Florida Statutes*, or with the Declaration or Articles of Incorporation.

12. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

13. Committees.

13.1 The standing committees of the Association shall be the Nominating Committee and the Covenants Committee. The Nominating Committee shall have the duties, authority and functions as described in these Bylaws. The Covenants Committee shall have the duties, authority, and functions as described in the Declaration.

13.2 The Board shall have the power and authority to appoint such other committees as it deems advisable. Any such other committee appointed by the Board shall consist of two (2) or more members of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

14. Inconsistencies. In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of  
Marina San Pablo Master Association, Inc.,  
a Florida corporation not-for-profit,  
effective this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: Secretary