

BY LAWS
OF
BAY SPRINGS HOMEOWNER'S
ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is Bay Springs Homeowner's Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 238 N. Westmonte Drive, Altamonte Springs, Florida 32701, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to the Bay Springs Homeowner's Association, its successors and assigns.

Section 2. "The Board of Directors" and the "Board" shall refer to the Board of Directors of the Association.

Section 3. "Member" shall mean and refer to all those who are members of the association as provided in Article VI, Section 1 of the Declaration of Covenants, Conditions and Restrictions for Bay Springs.

Section 4. "Right-of-Way" shall mean that real property described in Exhibit A" excluding all "lots", as defined in Article II, Section 11; and excluding "Tract A", "Tract B", and "Tract C", as defined in Article II, Section 5. Said "Right-of-Way" shall be owned and maintained by the local governing authority thru dedication to same, and shall include but not be limited to the roadways, county provided potable water system, certain storm drainage structures, sidewalks, and so forth.

Section 5. "Tract A", "Tract B", and "Tract C" shall mean that real property excluding all "lots" as defined in Article II, Section 11 and excluding the "Right-of-Way" as defined in Article II, Section 4. Said "Tract A", "Tract B", and "Tract C" shall be owned and maintained by the local governing authority and shall contain but not be limited to storm drainage structures, fencing, a stabilized access roadway, conservation areas and so forth.

Section 6. "Easement" shall refer to those certain portions of the "Lots", as defined herein, to remain available for installation and maintenance of service utilities and a landscape buffer. Said easements to be provided thru recorded dedication and are defined as follows:

Utility Easements shall mean those "easements", as defined herein, which are provided for the purposes of installation and maintenance of public utilities.

Drainage Easements shall mean those "easements", as defined herein, which are provided for purposes of maintenance of the storm drainage facilities.

Easements for Landscape Buffer shall mean those "easements" as defined herein, provided for permanent landscape buffer wall.

Section 7. "Declarant" shall mean and refer to COMPLETE INTERIORS, INC., a Florida Corporation, its successors and assigns.

Section 8. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document as it may from time to time be amended.

Section 9. "Existing property" shall mean and refer to that certain real property located in Orange County, Florida and more particularly described in Exhibit "A". "Properties" shall mean and refer to the existing property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of any common area, if any.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions hereof to such other property as may be brought within the ambit of this Declaration.

ARTICLE III 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 on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be

held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

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. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year; and at each annual meeting thereafter the members shall elect three directors for a term of one year.

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

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

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by 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 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. Such nominations may be made from among members or non-members.

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

ARTICLE VI MEETING OF DIRECTORS

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

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

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

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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-third (1/3) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the

Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

ARTICLE VIII 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 may from time to time by resolution create.

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

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

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

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

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

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

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 are carried out; 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.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

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 of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

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

ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment 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 twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by abandonment of his Lot or by non-use of any right-of-way or drainage retention/conservation tract.

ARTICLE XII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "Florida"; "Corporation not for Profit"; and the year of incorporation.

ARTICLE XIII
AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIV
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the Directors of the BAY SPRINGS HOMEOWNER'S ASSOCIATION, INC. have hereunto set our hands this 19TH day of January, 1983.


Linda C. Clark


David Meadows


Nina M. Neal

STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me, the undersigned authority, this day personally appeared LINDA C. CLARK, DAVID MEADOWS and NINA M. NEAL to me well known and known to me to be the individuals described in and who executed the foregoing By-Laws of BAY SPRINGS HOMEOWNER'S ASSOCIATION, INC. and they acknowledged before me that they executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Seminole County, Florida, this 19th day of January, 1983.


Sharon Maccarone

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 7, 1986

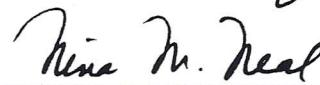
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the BAY SPRINGS HOMEOWNER'S ASSOCIATION, INC., a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 19th day of January, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 19th day of January, 1982.


Nina M. Neal
Secretary

On Motion duly made and carried the meeting proceeded to the election of Officer for the ensuing year.

The following officers were thereupon duly elected by ballot:

Linda C. Clark, President and Treasurer,

David Meadows, Vice-President,

Nina M. Neal, Secretary.

On motion duly made and carried, the following business was thereupon taken up and transacted:

MOTION to amend Article 8 of the By-Laws of the Association to state as follows:

"No officer of the Bay Springs Homeowners Association, Inc., is required to be a member of the Board of Directors of the Association."

Upon motion duly made, seconded and carried, it was

RESOLVED, that Article 8 of the By-Laws of the Association be so amended.

MOTION to amend Section 3.I. and 3.J. of Article 6 of the Declaration of Covenants, Conditions and Restrictions to state as follows:

"Declarant shall be exempt from, and shall not need approval from the Architectural Review Board for the initial construction of a house or improvements on a lot. However, Declarant will need approval for subsequent construction or improvements on a lot after initial construction is completed.

Upon motion duly made, seconded and unanimously carried, it was RESOLVED, that Section 3.I., and 3.J. of Article 6 of the

Declaration of Covenants, Conditions and Restrictions be so amended.

MOTION, as per Article 4.C. of the Articles of Incorporation of the Bay Springs Homeowners Association, to annex the Bay Springs, Unit 2, consisting of 59 single-family lots, and Bay Springs Unit 3, consisting of approximately 84 single-family lots to the Bay Springs Homeowners Association, Inc., and to solicit the assent of two-thirds of the present members.

Upon motion duly made and seconded, it was unanimously carried and it was

RESOLVED, the Bay Springs Unit 2, and Bay Springs Unit 3 were annexed into the Bay Springs Homeowners Association, Inc.

MOTION, that the proposed budget be adopted as the budget for the upcoming year.

Upon motion duly made and seconded, it was unanimously carried and

RESOLVED, that the proposed budget be adopted as the budget for the upcoming year.

THERE being no further business before the meeting, on motion duly made, seconded and carried, the meeting adjourned.

DATED this 24 day of March, 1983.



Nina M. Neal
Nina M. Neal, Secretary

David Meadows
David Meadows, Chairman

SHADOW BAY SPRINGS HOMEOWNERS ASSOCIATION
ARCHITECTURAL REVIEW BOARD

PETITION FOR HOME IMPROVEMENT AUTHORIZATION

DEAR HOMEOWNER,

TO ASSIST THE ARCHITECTURAL REVIEW BOARD (ARB) IN REVIEWING YOUR PETITION
PLEASE PROVIDE THE FOLLOWING INFORMATION.

HOMEOWNER NAME: ----- LOT NO. -----

ADDRESS: ----- PHONE NO. -----

CITY: ----- STATE ----- ZIP -----

DESCRIPTION OF IMPROVEMENT: -----

IS THIS A CONTRACTED IMPROVEMENT ? YES ----- NO -----

IF CONTRACTED PROVIDE COMPANY NAME , ADDRESS AND COPY OF CONTRACT

NAME ----- PHONE NO. -----

ADDRESS ----- CITY ----- STATE ----- ZIP -----

IS A PERMIT GOING TO BE ISSUED FOR THIS IMPROVEMENT ? YES ----- NO -----

IF SO, PERMIT NO. -----

ISSUED DATE -----

DATE IMPROVEMENT TO BE COMPLETED -----

IF THE PROPOSED IMPROVEMENT ALTERS PRESENT PROPERTY ARRANGEMENT ATTACH SKETCH
SHOWING SAID ARRANGEMENT CHANGES WITH APPLICABLE DIMENSION ILLUSTRATIONS. USE
THE "FLAT OF SURVEY" FROM YOUR HOUSE CLOSING PACKAGE IS AN EXCELLENT GUIDE.

I ARB USE ONLY

I DATE RX -----

ARB CONTROL NO. ARB

SHADOW BAY SPRINGS HOMEOWNERS ASSOCIATION

PROXY VOTE FORM

Homeowner's Name _____

Property Address _____

Date Proxy signed _____

Although unable to attend the next meeting, _____, I
(date)

_____ would like to vote in the following manner:
(print name)

1. Cast my vote with majority of those present and
voting on any issues.

OR

2. I assign my vote to _____ of
(print name)

----- to
(print address)

cast as s/he deems appropriate.

OR

3. I vote in the following manner on the issues I have
listed on the enclosed attachment.

NOTE: You may raise issues at anytime or call for a vote on any
subject by using option no. 3. However, your presence at the
meeting would be a much better method to voice your opinion.

(legal signature)