



CFN 2007101646
 Bk 03489 Pgs 0861 - 874; (14pgs)
 DATE: 05/29/2007 09:14:50 AM
 LARRY WHALEY, CLERK OF COURT
 OSCEOLA COUNTY
 RECORDING FEES 120.50

BYLAWS

OF

SAND DOLLAR BAY HOMEOWNERS ASSOCIATION, INC.

**ARTICLE I
 NAME AND LOCATION**

The name of the corporation is **SAND DOLLAR BAY HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". Meetings of members and directors may be held at such places within the State of Florida, County of Osceola, as may be designated by the Board of Directors.

**ARTICLE II
 DEFINITIONS**

Section 1. "Association" shall mean and refer to **SAND DOLLAR BAY HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners including but not limited to rights of way, retention area and all other real property as described in the plat as recorded in the public records of Osceola County, Florida.

Section 5. "Unit" shall mean and refer to any parcel shown on any recorded subdivision map of the Properties with the exception of the "common area".

Section 6. "Declarant" shall mean and refer to **CJ STAR BUILDERS GROUP**, together with its successors and assigns, if such successors or assigns should acquire more than one undeveloped Unit from te Declarant for the purpose of development.

Section 7. **"Declaration"** shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of the Circuit Court, Osceola County, Florida.

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

ARTICLE III MEETING OF MEMBERS

Section 1. **Annual Meeting.** The annual meeting of the Members shall be held in January of each year at a location and time to be determined by the Board of Directors.

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 of the members who are entitled to vote.

Section 3. **Notice of Meeting.** 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 15 days before such meeting to each member entitled to vote, 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 11 votes 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, with our 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 unit.

**ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. **Number.** The affairs of this Association shall be managed by a board of from 5-7 directors, who shall be members of the Association.

Section 2. **Term of Office.** Directors shall be elected for one year terms.

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.** The Nominating Committee shall be the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Board of Directors shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but no less than the number of vacancies that are to be filled. Such nominations shall be made from among members.

Section 2. **Election.** Election of 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.

**VI
MEETINGS OF DIRECTORS**

Section 1. The Board of Directors shall hold at least one regular meeting per year at a time and place to be selected by the Board of Directors. The Board of Directors may, as needed, adopt a schedule of more frequent regular meetings.

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 the power to:

a) Adopt and Publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the same members and their guests thereon, and to establish penalties for the infraction thereof;

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-fourth(1/4) 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 Unit at least thirty(30) days in advance of each annual assessment period;

2) Send written notice of each assessment to every Owner subject thereto at least thirty(3) 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, or both.

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 payments;

e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

g) Cause the Common Area to be maintained;

h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of this Association shall be President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to

time be resolution create.

Section 2. **Appointment of Officers.** The Board of Directors shall appoint officers no later than forty-five(45) days following the 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 she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any time specified therein.

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 she 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 offices created pursuant to Section 4 of this Article.

Section 8. The duties of the officers are as follows:

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; co-sign all checks, and shall sign contracts and co-sign all checks.

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 her by the Board.

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 in all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meetings, and deliver a copy of each to the members.

**ARTICLE IX
ARCHITECTURAL CONTROL**

Pursuant to the Declaration of Covenants, Conditions and Restrictions the Board of Directors shall act as the Architectural Control Committee unless the Board of Directors chooses to appoint a separate Architectural Review Committee in the future.

**ARTICLE X
COMMON AREA**

Section 1. ~~Extent of Owner's Easements.~~ The Owners' easements of enjoyment created hereby shall be subject to the following:

a) With respect to the use and enjoyment of the portion of the Common Area which comprises the private roadways running through and around the Property, providing access to each Unit, and the parking areas, the use of the said easement shall be unrestricted and each Owner's rights shall be co-extensive with the rights of all other Owners.

b) With respect to all other property comprising the Common Area, the Owner's easements of enjoyment shall be subject to the rights of the Association as follows:

1. To establish reasonable rules for usage of Common Area.

Section 2. Damage or Destruction of Common Area by Owner. In the event any portion of the Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agent or members of his family, such Owner does hereby authorize the Association to

repair said damaged area. The Association shall repair such damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. At the discretion of the Association, the amount necessary for such repair shall become a special assessment upon the Unit of the said Owner.

**ARTICLE XII
MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a Unit which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

**ARTICLE XIII
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Unit owned within the Properties, hereby covenants, and each owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association or to the City of Saint Cloud, as the case may be:

1. Annual Assessments or charges;
2. Special assessments for capital improvements; and
3. Municipal Mandated Assessments

Such Assessments to be established and collected as hereinafter provided. The annual, special and Municipal Mandated assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment together with interest, costs, and reasonable attorney's fees, shall also be a personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the

Properties and for the improvement and maintenance of the Common Area and of the homes situated upon the Properties. The assessments mandated and levied by the City of Saint Cloud shall be used exclusively to promote the health, safety, and welfare of the residents in the properties and for the maintenance or reconstruction of the Common Area situated upon the Properties.

a) The maximum annual assessment may not be increased each year not more than five(5%) percent above the maximum assessment for the previous year without a vote of the membership.

b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum allowed by the Declaration of Covenants and Restrictions.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of improvement, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the majority of the members who are voting in person or by proxy at a meeting called for this purpose.

Section 4. Uniform Rate of Assessment. Annual, special and Municipal Mandated assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 5. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the Common Area. The Board of Directors shall fix the amount of the annual assessments against each Unit at least thirty(30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 6. Effect of Non Payment of Assessments. Remedies of the Association. Any assessment not paid within thirty(30) days after the due date shall bear interest from the due date at the rate of twelve percent(12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the

same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

Section 7. **Municipal Mandated Assessment.** In addition to the annual and special assessments authorized above, any member-owner may apply to the governing body of the City of Saint Cloud, the municipality in which the Properties is located, for its determination, or the City of Saint Cloud governing body on its own initiative may determine, that it is necessary to mandate and levy as assessment for the purpose of defraying, in whole or part, the cost of any maintenance, reconstruction, repair, or replacement of a capital improvement upon the Common Area to be performed by the City of Saint Cloud by contract or by force account. Any such assessment shall be mandated and levied by an affirmative vote of two-thirds of the members of said governing body after written notice and public hearing as provided in Section 8.

Section 8. **Notice of Hearing for Municipal Mandated Assessment.** Written notice of the public hearing set by the City of Kissimmee governing body for the purpose of action authorized under Section 7, shall be sent to all members-owners.

Section 9. **Notice of Hearing for Municipal Mandated Assessment.** Written notice of any hearing set by the municipality for the purpose of taking any action authorized under Section 7, shall be sent to all members addressed to the address as shown by the most recent county ad valorem tax roll not less than thirty(30) days nor more than sixty(60) days in advance of hearing. At the hearing, any member in person or by attorney or attorney in fact, shall be heard.

Section 10. **Cost-Due Dates-Effect of Non-Payment of Municipal Mandated Assessment.** Upon completion of the assessment project, the amount of municipal mandated assessment shall be set by the governing body of the municipality but it shall not exceed the actual cost thereof including administrative cost which shall not exceed 10 % of the direct cost. The municipal mandated assessment shall be due on the date set but the governing body of the municipality provided written notice thereof shall be sent to every member addressed to the address as shown by the most recent county ad valorem tax roll not less than (30) thirty days prior to the due date in the case of monthly payments. Any municipal mandated assessment not paid in full within thirty(30) days after the due date shall bear interest from the due date at a rate to be determined by the governing body of the municipality which shall not exceed 12% per annum. If any sum of money of any municipality

mandated assessment is not promptly made within thirty(30) days next after the same becomes due, then the entire assessment or the entire balance unpaid thereon shall thereupon or thereafter at the option of the municipality be and become due and payable. The City of Saint Cloud may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the municipality mandated assessment provided for herein by non use of the common area or abandonment of the Unit.

Section 11. **Subordination of the Lien to Mortgages.** The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for only assessments thereafter becoming due or from the lien thereof.

**ARTICLE XIV
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 12% 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 waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of the Unit.

**ARTICLE XVI
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: **SAND DOLLAR BAY HOMEOWNERS ASSOCIATION, INC.**

**XVII
AMENDMENTS**

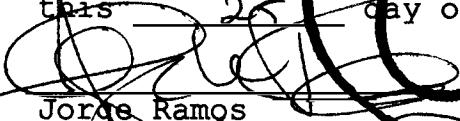
Section 1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

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

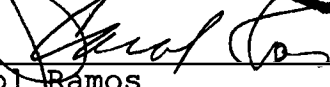
**ARTICLE XVIII
MISCELLANEOUS**

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 year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all the Directors of the **SAND DOLLAR BAY HOMEOWNERS ASSOCIATION, INC.** Have hereunto set our hands this 25 day of May, 2007.



Jorge Ramos



Carol Ramos

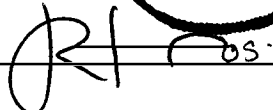
NONE

Steven Baisden

State of Florida :
County of Osceola:



The foregoing instrument was acknowledged before me on May 25th, 2007, by CAROL RAMOS, who is personally known to me or who has produced FL DLH R520102616330 as identification and who did take an oath. FL DLH 2439593340

Notary Public State of Florida: _____

**XVII
AMENDMENTS**

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

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

**ARTICLE XVIII
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 year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we being all the Directors of the SAND DOLLAR BAY HOMEOWNERS ASSOCIATION INC. Have hereunto set our hands this 23 day of MAY, 2007.

Jorge Ramos

Carol Ramos

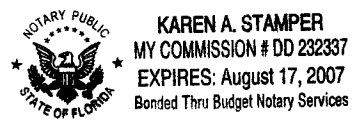
Stephen Baisden

Steven Baisden

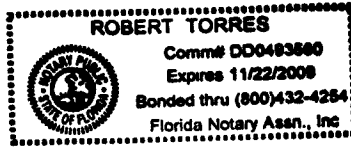
State of Florida :
County of Osceola: DADE

The foregoing instrument was acknowledged before me on MAY 23, 2007, by STEPHEN A BAISDEN, who is personally known to me or who has produced FL DL as identification and who did take an oath.

Notary Public State of Florida: Karen A Stampler



State of Florida :
County of Osceola:



Rte.

The foregoing instrument was acknowledged before me on
MAY 25th, 2007, by George Ramos, who is personally
known to me or who has produced DRIVER LICENSE as
identification and who did take an oath.

Notary Public State of Florida: [Signature]

State of Florida :
County of Osceola:

The foregoing instrument was acknowledged before me on
_____, 2007, by _____, who is personally
known to me or who has produced _____ as
identification and who did take an oath.

Notary Public State of Florida: _____

COPIES