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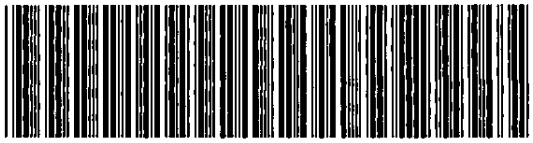
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2017 APR 24 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
May 1, 2017
Merger CC

APR 27 2017
I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: The Residences at Coconut Point Master Association, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Mark E. Adamczyk, Esq.
(Contact Person)

Adamczyk Law Firm, PLLC
(Firm/Company)

5644 Taville Cir #105
(Address)

Naples, FL 34110
(City/State and Zip Code)

For further information concerning this matter, please call:

Mark E. Adamczyk At (239) 631-6199
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☑ Certified copy (optional) $8.75 **(Please send an additional copy of your document if a certified copy is requested)**

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

EFFECTIVE DATE
MAY 1, 2017

ARTICLES OF MERGER

(Not for Profit Corporations)

FILED
2017 APR 24 PM 2:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
The Residences at Coconut Point Master Association, Inc.	FL	N07000002472

Second: The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction	Document Number (If known/ applicable)
The Residences at Coconut Point I Condo Assn, Inc.	FL	N07000002479
The Residences at Coconut Point II Condo Assn. Inc.	FL	N07000008732
The Residences at Coconut Point III Condo Assn. Inc.	FL	N07000008731
The Residences at Coconut Point IV Condo Assn. Inc.	FL	N08000001179

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State

OR 5 / 1 / 17 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I
The plan of merger was adopted by the members of the surviving corporation on 3/29/17.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
230 FOR 1 AGAINST

SECTION II
(*CHECK IF APPLICABLE*) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III
There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(s)
(COMPLETE ONLY ONE SECTION)

SECTION I
The plan of merger was adopted by the members of the merging corporation(s) on
3/29/17. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 56 (I) FOR 0 (I) AGAINST
41 (II) 0 (II)
68 (III) 0 (III)
66 (IV) 1 (IV)
see attach Articles of Merger

SECTION II
(*CHECK IF APPLICABLE*) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III
There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____FOR _____ AGAINST

Seventh: SIGNATURES FOR EACH CORPORATION *

Name of Corporation	Signature of the chairman/ vice chairman of the board or an officer.	Typed or Printed Name of Individual & Title

* see attached
Articles of Merger

PLAN OF MERGER * see attached Plan of Merger

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **surviving** corporation:

Name	Jurisdiction

The name and jurisdiction of each **merging** corporation:

Name	Jurisdiction

The terms and conditions of the merger are as follows:

A statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger is as follows:

Other provisions relating to the merger are as follows:

ARTICLES OF MERGER

Of

The Residences at Coconut Point I Condominium Association, Inc.

AND

The Residences at Coconut Point II Condominium Association, Inc.

AND

The Residences at Coconut Point III Condominium Association, Inc.

AND

The Residences at Coconut Point IV Condominium Association, Inc.

all Florida Not-For-Profit Corporations,

into and with

The Residences at Coconut Point Master Association, Inc.
A Florida not-For-Profit Corporation,

which will thereafter be known as

The Residences at Coconut Point Master Condominium Association, Inc.
a Florida not-For-Profit Corporation,

ARTICLES OF MERGER between The Residences at Coconut Point I Condominium Association, Inc., The Residences at Coconut Point II Condominium Association, Inc., The Residences at Coconut Point III Condominium Association, Inc. and The Residences at Coconut Point IV Condominium Association, Inc. (collectively, the "Merging Corporations") and The Residences at Coconut Point Master Association, Inc. ("Surviving Corporation").

1. The Plan of Merger dated March 29, 2017 ("Plan of Merger") which Plan of Merger was approved and adopted by sufficient votes of the respective membership of the Merging Corporations and the Surviving Corporation, as follows:

The Residences at Coconut Point Master Association, Inc. (Surviving Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 29, 2017

Number of Votes In Favor of Plan of Merger: 230

Number of Votes In Opposition to Plan of Merger: 1

The Residences at Coconut Point I Condominium Association, Inc.
(Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 29, 2017

Number of Votes In Favor of Plan of Merger: 56

Number of Votes In Opposition to Plan of Merger: 0

The Residences at Coconut Point II Condominium Association, Inc.
(Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 29, 2017

Number of Votes In Favor of Plan of Merger: 41

Number of Votes In Opposition to Plan of Merger: 0

The Residences at Coconut Point III Condominium Association, Inc.
(Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 29, 2017

Number of Votes In Favor of Plan of Merger: 68

Number of Votes In Opposition to Plan of Merger: 0

The Residences at Coconut Point IV Condominium Association, Inc.
(Merging Corporation)

Date of Meeting at Which Plan of
Merger was Approved: March 29, 2017

Number of Votes In Favor of Plan of Merger: 66

Number of Votes In Opposition to Plan of Merger: 1

2. The Plan of Merger is attached as Exhibit A and incorporated by reference as in fully set forth herein, including the amendments to the Articles of Incorporation of the Surviving Corporation.

3. Pursuant to s.617.1105(4) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have let their hands this 29th day of March 2017.

The Residences at Coconut Point Master Association, Inc.

(SEAL)

By: Daniel Schierling
Name: Darrel Schierling
Title: President

The Residences at Coconut Point I Condominium Association, Inc.

(SEAL)

By: Charles W Ray
Name: Charles W Ray
Title: President

The Residences at Coconut Point II Condominium Association, Inc.

(SEAL)

By:
Name:
Title: President

The Residences at Coconut Point III Condominium Association, Inc.

(SEAL)

By:
Name: JOSEPH M. WHITTAKER
Title: President

The Residences at Coconut Point IV Condominium Association, Inc.

(SEAL)

By: Darrel Schierling
Name: Darrel Schierling
Title: President

PLAN OF MERGER

FOR

The Residences at Coconut Point I Condominium Association, Inc.

AND

The Residences at Coconut Point II Condominium Association, Inc.

AND

The Residences at Coconut Point III Condominium Association, Inc.

AND

The Residences at Coconut Point IV Condominium Association, Inc.

all Florida Not-For-Profit Corporations,

into and with

The Residences at Coconut Point Master Association, Inc.
A Florida not-For-Profit Corporation,

To become known as

The Residences at Coconut Point Master Condominium Association, Inc.
a Florida not-For-Profit Corporation,

March 29, 2017

Merger between The Residences at Coconut Point I Condominium Association, Inc., The Residences at Coconut Point II Condominium Association, Inc., The Residences at Coconut Point III Condominium Association, Inc., The Residences at Coconut Point IV Condominium Association, Inc., all of which shall each be known as the "Merging Corp.", and The Residences at Coconut Point Master Association, Inc., to become known The Residences at Coconut Point Master Condominium Association, Inc. which shall be known at the "Surviving Corp." (collectively, the "Constituent Corporations"). This Merger is being effected pursuant to this Plan of Merger ("Plan") in accordance with Section 617.1101 et seq. of the Florida Not-for-Profit Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date, with the following changes, shall be the Articles of Incorporation of the Surviving Corp. until further amended as provided by law. The changes to Surviving Corp.'s Articles of Incorporation, which shall take effect on the Effective Date are as follows.

SEE EXHIBIT "A" ATTACHED

2. Bylaws. The Bylaws of Surviving Corp., as in effect immediately before the Effective Date, with the following changes, shall be the Bylaws of the Surviving Corp. until further amended as provided by law. The changes to Surviving Corp.'s Bylaws, which shall take effect on the Effective Date are as follows.

SEE EXHIBIT "B" ATTACHED

3. Effect of Merger. On the Effective Date, the separate existence of Merging Corp. shall cease, and shall be fully vested in Surviving Corp's rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Section 617.1106 of the Act.

4. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Merging Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

5. Filing with the Florida Secretary of State and Effective Date. Upon receiving the requisite approvals from the membership and Boards of Directors of Surviving Corp. and Merging Corp. for this Plan of Merger, Merging Corp. and Surviving Corp. shall cause their respective President (or Vice President) to execute Articles of Merger and this Plan of Merger shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Vice President to execute Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with Section 617.1105 of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles of Merger.

6. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of all Constituent Corporations, notwithstanding favorable action by the members of the respective Constituent Corporations.

EXHIBIT "A"

Amendments and Changes to Articles of Incorporation – Surviving Corp.

AMENDMENTS TO ARTICLES OF INCORPORATION

OF

RESIDENCES AT COCONUT POINT MASTER ASSOCIATION, INC.

Hereafter to be known as

THE RESIDENCES AT COCONUT POINT MASTER CONDOMINIUM ASSOCIATION, INC.

[New language is underlined; language to be deleted is ~~struck-through~~]

ARTICLE I

NAME AND ADDRESS

The name of the corporation shall be RESIDENCES AT COCONUT POINT MASTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. The principal address of the corporation is ~~4495 Saguaro Trail, Indianapolis, IN 46268-2555~~ 23159 Amgci Way #318, Estero, Florida 33928, for convenience, the corporation shall be referred to in this instrument as the "Master Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Master Association as the "Bylaws".

.....

ARTICLE II

PURPOSES AND POWERS

2.1 Objects and Purposes. The objects and purposes of the Master Association are those objects and purposes as are authorized by the Declaration of Covenants, Restrictions and Easements for the recorded (or to be recorded) in the Public Records of Lee County, Florida, as hereafter amended and/or supplemented from time to time (the "Master Declaration"). The further objects and purposes of the Master Association are to preserve the values and amenities in the Project, as same are defined in the Master Declaration, and to maintain the Common Properties and any portions of the Committed Properties as determined by the Board of Directors or as set forth in the Master Declaration thereof for the benefit of the Members of the Master Association.

2.2 Not for Profit. The Master Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation. Upon dissolution, all assets of the Master Association shall be transferred only to another not-for-profit corporation or as otherwise authorized by the Florida not-for-profit corporation statute.

2.3 The powers of the Master Association shall include and be governed by the following:

2.3.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Master Declaration, or the Bylaws.

2.3.2 Enumeration. The Master Association shall have the powers and duties set forth in subsection 2.3.1 above, except as limited by these Articles, the Bylaws and the Master Declaration, and all of the powers and duties reasonably necessary to operate the Master Association pursuant to the Master Declaration, and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members and Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Properties, and portions of the Committed Properties as set forth in the Master Declaration or as determined by the Board of Directors and other property acquired or leased by the Master Association.

(d) To purchase insurance upon the Common Properties and insurance for the protection of the Master Association, its officers, directors and Members.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Properties and for the health, comfort, safety and welfare of the Members.

(f) To enforce by legal means the provisions of the Master Declaration, these Articles, the Bylaws, and the Rules and Regulations for the use of the Common Properties~~, subject, however, to the limitation regarding assessing Lots owned by the Declarant(s) for fees and expenses relating in any way to claims or potential claims against the Declarant(s)as set forth in the Master Declaration and/or Bylaws~~.

(g) To contract for the management and maintenance of the Common Properties and to authorize a management agent ~~(which may be an affiliate of the Declarant(s))~~ to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and. replacement of the Common Properties with such funds as shall be made available by the Master Association for such purposes. The Master Association and

its officers shall, however, retain at all times the powers and duties granted by the Master Declaration, Bylaws and these Articles, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Master Association.

(h) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Common Properties.

(i) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration, applicable to the property and recorded or to be recorded in the Public Records of Lee County, Florida and as the same may be amended from time to time as herein provided, said Master Declaration being incorporated herein as if set forth at length;

(j) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of ~~each class of members~~ the entire membership, agreeing to such dedication; sale or transfer;

(k) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of ~~each class of members~~ the entire membership;

(l) To operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;

(m) The Association shall make no distribution of income to its members, directors or officers, and upon dissolution; all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as· otherwise authorized by the Florida not for Profit Corporation Statute; and

(n) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the By-Laws provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

2.3.3 Multicondominium Association. In addition to all of the foregoing powers the Master Association shall be the entity responsible for the management, maintenance, operation and control of The Residences at Coconut Point I, a Condominium, The Residences at Coconut Point II, a Condominium, The Residences at Coconut Point III, a Condominium, and The

Residences at Coconut Point IV, a Condominium (hereafter, collectively referred to as the "Local Condominiums"). The Master Association shall be the entity responsible for the enforcement of the Declarations of Condominium of the Local Condominiums, as they may be adopted, and such reasonable rules regulating use of the Properties as the Board may adopt. The Master Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in the Declaration, and in all Declarations of Condominium for the Local Condominiums, and in the Architectural Standards. The Master Association shall perform its functions in accordance with the Declaration and the Declarations of Condominium for the Local Condominiums, the Bylaws, the Articles of Incorporation and Florida law. The Master Association is a multi-condominium association as defined in Chapter 718, Florida Statues. The Master Association's authority to manage the Local Condominiums and the Common Elements of the Local Condominiums shall include all of the foregoing powers enumerated in this Article II.

.....

ARTICLEV

BOARD OF DIRECTORS

Section 5.1. Management by Directors. The property, business and affairs of the Master Association shall be managed by a Board of Directors, which shall consist of ~~not less than three (3) persons, but as many persons as the Board of Directors shall from time to time determine but which shall always be an odd number. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting~~ five (5) persons whose eligibility and terms of service shall be as set forth in the Bylaws. The four (4) Local Condominiums shall each be entitled to have one (1) owner from its condominium serving on the Master Association Board. The fifth (5^{th}) seat shall be an "At Large" seat that can be filled by any eligible Member of the Master Association.

~~Section 5.2. Original Board of Directors. The names and addresses of the first Board of Directors of the Master Association, who shall hold office until their qualified successors are duly elected and have taken office as provided in the Bylaws, are as follows:~~

~~Address~~

~~David Kosene 4495 Saguaro Trail~~
~~Indianapolis, IN 46268-2555~~

~~Tadd Miller 4495 Saguaro Trail~~
~~Indianapolis, IN 46268-2555~~

~~Beth Smith 4495 Saguaro Trail~~
~~Indianapolis, IN 46268-2555~~

Section 5.3. Election of Members of Board of Directors. ~~Except as otherwise provided herein and for the first Board of Directors, d~~Directors shall be elected by the Members of the Master Association at the annual meeting of the membership as provided by the Bylaws of the Master Association, and the Bylaws may provide for the method of voting in the election and for removal from office of directors.

Section 5.4. Duration of Office. Members elected to the Board of Directors shall hold office ~~until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office~~ pursuant to terms set forth in the Bylaws.

Section 5.5. Vacancies. If a director so elected shall for any reason cease to be a director ~~the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term~~ the vacancy shall be filled as provided in the Bylaws.

~~Section 5.6. Term of Declarant(s) Directors. The Declarant(s) shall appoint the members of the first Board of Directors and their replacements who shall hold office for periods described in the Bylaws.~~

.....

ARTICLE VI

OFFICERS

Section 6.1. Officers Provided For. The Master Association shall have a President, a Vice President, a Secretary and a Treasurer and such other officers as the Board of Directors may from time to time elect.

Section 6.2. The affairs of the Master Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the members of the Master Association and shall serve all the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. ~~The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:~~

~~Name and Office:~~		~~Addresses:~~
~~President:~~	~~David Kosene~~	~~4495 Saguaro Trail Indianapolis, IN 46268-2555~~
~~Vice President:~~	~~Tadd Miller~~	~~4495 Saguaro Trail Indianapolis, IN 46268-2555~~

~~Secretary/Treasurer: Beth Smith 4495 Saguaro Trail~~
~~Indianapolis, IN 46268-2555~~

.....

ARTICLE VIII

AMENDMENTS ANO PRIORITIES

Section 8.1. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Master Association for adoption or rejection (by affirmative vote of 66- 2/3% of the Members who are present and voting, in person or by proxy, at a Members' meeting), all in the manner provided in, and in accordance with the notice provisions of, Chapter 617, Florida Statutes.

~~Section 8.2. Limitation. No amendment shall be made which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or any affiliate, successor or assign of the Developer, unless the Declarant(s) shall join in the execution of the amendment.~~

~~Section 8.3. Declarant(s) Amendments. The Declarant(s) may amend these Articles consistent with the provisions of the Declaration, including such provisions of the Declaration allowing certain amendments to be affected by the Declarant(s) alone.~~

Section 8.4. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Master Declaration, the Master Declaration shall control.

.....

~~ARTICLE IX~~

~~INCORPORATOR~~

~~The name and address of the incorporator of this Corporation is:~~

~~Address~~

~~Tadd Miller 4495 Saguaro Trail~~
~~Indianapolis, IN 46268-2555~~

.....

ARTICLE XII

CORPORATE MERGER

12.01 Corporate Merger. The Residences at Coconut Point I Condominium Association, Inc., The Residences at Coconut Point II Condominium Association, Inc., The Residences at Coconut Point III Condominium Association, Inc., The Residences at Coconut Point IV Condominium Association, Inc., and The Residences at Coconut Point Master Association, Inc., upon the approval of this amendment shall merge with and into The Residences at Coconut Point Master Association, Inc. which shall be deemed the "Surviving Corporation" and which shall thereafter be known as THE RESIDENCES AT COCONUT POINT MASTER CONDOMINIUM ASSOCIATION, INC. In the event the corporate merger is not approved, or the owners in one or more of the Local Condominiums do not approve the requisite amendments to their Condominium Documents, then the amendments to these Articles shall be void only as to those Local Condominiums which have not given the requisite approvals. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of any of the Local Condominiums, all references to the "Association" shall mean the Articles of Incorporation and Bylaws of the Surviving Corporation. The Board of Directors shall have the authority to adopt amendments to the Master Association's governing documents to effectuate the corporate merger in the event that any necessary amendments are inadvertently omitted from those amendments voted on by the membership.

EXHIBIT "B"

Amendments and Changes to Bylaws – Surviving Corp.

AMENDMENTS TO BYLAWS

OF

THE RESIDENCES AT COCONUT POINT MASTER ASSOCIATION, INC.

Hereafter to be known as

THE RESIDENCES AT COCONUT POINT MASTER CONDOMINIUM ASSOCIATION, INC.

[New language is underlined; language to be deleted is ~~struck-through~~]

ARTICLE I

DEFINITIONS

1.1 "Master Association" shall mean and refer to The Residences at Coconut Point Master Condominium Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Florida.

1.3 "Owner" shall mean and refer to the record owner whether one or more persons or entities, ~~including the Declarant,~~ if applicable, of the fee simple title to any Unit or Lot situated within the Project.

1.4 "Member shall mean and refer to ~~Declarant for so long as Class B Membership exists, each Local Association (sometimes referred to as "Local Association Member"), and any Lot Owner Member (as defined in the Master Declaration) who holds title to property which is subject to the terms and provisions of the Master Declaration but which is not subject to the jurisdiction of a Local Association (sometimes referred to as "Lot Owner Member" or "Owner Member"). All owners of any Unit or Lot subject to the jurisdiction of a Local Association are Non-Voting Members.~~ Owner of record title to a Lot or Unit who is entitled to membership in the Master Association pursuant to its governing documents.

1.5 "Local Condominiums" shall mean and collectively refer to the four (4) residential condominiums within The Properties, which are The Residences at Coconut Point I, a Condominium, The Residences at Coconut Point II, a Condominium, The Residences at Coconut Point III, a Condominium, and The Residences at Coconut Point IV, a Condominium.

.....

ARTICLE III

MEMBERSHIP IN GENERAL

3.1 Membership. The members of the Master Association shall be ~~comprised of each Local Association (sometimes referred to as "Voting Members"), any Voting Members who hold title to property which is subject to the terms and provisions of this Master Declaration but which is not subject to the jurisdiction of a Local Association (sometimes referred to as "Lot Owner Member" or "Owner Member"), all of whom are Voting Members. In addition, each Owner of any Lot or~~

~~Unit which is subject to the jurisdiction of a Local Association shall be deemed a Non-Voting Member of the Master Association, except for the Declarant which are a Voting Member. The~~ Owners of record title to a Lot or Unit, and by acceptance of a deed or other instrument evidencing his/her ownership interest, each Owner accepts his/her membership in the Master Association, acknowledges the authority of the Master Association as stated its Declaration and other governing documents, and agrees to abide by and be bound by the provisions of the Master Association's governing documents, as amended from time to time. Membership in the Master Association automatically terminates upon the sale or transfer of an owner's title or interest in a Lot, Unit or Home. Notwithstanding the foregoing, any such person or entity who holds title to any Lot or Unit merely as security for the performance of an obligation shall not be a Member. ~~Each Unit Owner, Local Association, and any Lot Owner, shall be entitled to the benefit of, and be subject to the provisions of this Master Declarations it may be amended from time to time.~~

3.3 Member Register. The secretary of the Master Association shall maintain a register in the office of the Master Association showing the names and addresses of the Members of the Master Association. ~~Each Local Association Member shall at all times advise the secretary of the names of the officers and directors of the Local Association Member, the number of Units within the Properties subject to the jurisdiction of the Local Association Member and the name and address of its Voting Member Representative. Furthermore, upon request from the Master Association, the Local Association Member shall supply the Master Association with a current list of the names and addresses of Owners of Lots or Units or other property subject to the jurisdiction of the Local Association.~~ Each Owner Member shall at all times advise the secretary of any change of address of the Owner Member, of any change of ownership of the Owner Member's Lots or property, and of any change in the Lots or Units within the Owner Member's property. The Master Association shall not be responsible for reflecting any changes, until notified of such changes in writing. Any mortgagee of any Lot or Unit property may register by notifying the Master Association in writing of its mortgage.

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ARTICLE IV

MEMBERSHIP VOTING

4.1 Board of Directors. The Master Association shall be governed by its Board of Directors, which shall be ~~appointed, designated or elected by Declarant until Declarant's Class "B" Membership ceases in accordance with the provisions of Section 4.2 below, unless relinquished earlier, in its sole discretion, and thereafter, by a vote of the Class A Voting Members, as set forth in the Articles and Bylaws. After the Declarant ceases to appoint the Board of Directors,~~ elected at the Master Association's annual meeting. Directors shall be Members of the Master Association, or the spouse of a Member. The Board shall consist of ~~four (4)~~ five (5) Directors, with one Director to be ~~appointed, designated or~~ elected from each ~~Local Association~~ of the four (4) Local Condominiums, and one (1) Director elected as a Director at Large. ~~(as defined in Section 4.05 below) for a total of five (5) Directors.~~

~~After the Declarant ceases to appoint the Board of Directors as provided above, the Board of Directors shall include an additional Director which shall be the "Directorate Large".~~ The Director at Large shall be a ~~Unit Owner~~ Member (or the spouse of a Member) from any of the four (4) Local Condominiums ~~Local Association~~ within the Project. ~~The first election of the Director at Large shall be conducted at a meeting immediately following the meeting at which control of the Master Association is turned over to Unit Owners other than the Declarant.~~ The Directors elected from the four (4) Local Condominiums shall be elected by a plurality of the votes cast by the Members from their respective condominium (e.g. only Members owning Units in The Residences at Coconut Point I Condominium will vote for the Director representing that condominium on the Board). The Director at Large shall be elected by ~~a majority (or plurality if more than two (2) Members run for such position) of the Voting~~ plurality of the votes cast by all Members of the Master Association.

4.2 Voting Rights. ~~The Master Association shall have two (2) classes of Voting Membership as follows:~~

~~4.2.1 Class "A" Voting Members. Each Class "A" Voting Members shall be the Voting Member Representative of each Local Association or Land Owner. Each Voting Member Representative of a Local Association shall be entitled to cast one (1) vote for each Unit within the Condominium governed by the Local Association that a Voting Member Representative represents. (E.g.: If a Local Association has 72 Units in its Condominium, then its Voting Member Representative will be entitled to cast 72 votes.) Each Voting Member Representative of a Land Owner shall be entitled to the number of votes equal to the number of Units built or planned to be built on such Lot.~~

~~4.2.2 Class "B" Voting Members. The Class "B" Voting Member shall be the Declarant. The Class "B" Voting Member shall be entitled to cast one (1) vote, plus two (2) votes for each vote which the Class "A" Voting Members are entitled to cast from time to time; provided that (i) until there are Class "A" Voting Members, the sole Voting Member shall be the Class "B" Voting Member, and (ii) the Class "B" Membership shall cease upon the first to occur of either of the following events:~~

~~(1) Three (3) months after ninety (90%) percent of the Units that will ultimately be constructed in the Properties, whether subject to a Local Association or not, is constructed and conveyed to Unit Owners; or~~

~~(2) Thirty (30) days after the Declarant elects to terminate the Class "B" Membership (whereupon the Class "A" Voting Membership shall assume control of the Master Association and elect the Board in accordance with the provisions of the Articles and By-Laws).~~

The Members of the Master Association are entitled to one (1) vote for each Lot or Unit owned by them. The total number of possible votes (the voting interests) of the Master Association is the total number of Lots and Units in The Properties, which is 290. The vote for such Lot or Unit shall be exercised as such members will determine among themselves, but in no event shall more than one vote be cast with respect to any Lot or Unit. The vote of a Lot or Unit is not divisible. The

Master Association may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Master Association that is more than ninety (90) days delinquent. If a Lot or Unit is owned by one (1) natural person, the right to vote shall be established by the record title to the Lot or Unit. If a Lot or Unit is owned jointly by two (2) or more natural persons, that Lot or Unit's vote may be cast by any one (1) of the record owners. If two (2) or more owners of a Lot or Unit do not agree among themselves how their one (1) vote shall be cast on any issue, that vote shall not be counted for any purpose. If the owner of a Lot or Unit is other than a natural person, the vote of that Lot or Unit shall be cast by the primary occupant. All votes must be cast by an owner or primary occupant.

~~4.3 Voting Members. Each Local Association (or Land Owner, in the event that Declarant sells a Lot or Building in a manner other than by sale of Units or a Lot or Building is not declared subject to an Association) shall give written notice to the Master Association of the person elected or designated pursuant to this Article IV as its Voting Member Representative, such notice to be given at or before the first meeting of the Master Association which the Voting Member Representative is to attend. The Master Association and all other Voting Members (and their constituents) shall be entitled to rely on such notices as constituting the authorization of each Local Association (and their members) and each Land Owner, as applicable, to the designated Voting Member Representative to cast all votes of the Local Association (and their members) and each Land Owner and to bind same in all Master Association matters until such notice is changed, superseded or revoked. Where votes of the Membership are required, each Voting Member Representative shall have the number of votes equal to the number of Units in each Building under its jurisdiction, or in the case of a Lot, it shall have the number of votes equal to the number of Units planned for the Building to be built on said Lot.~~

~~4.4 General Matters. When reference is made in these Bylaws, or in the Articles of Incorporation or the Master Declaration or other relevant documents to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes which each Voting Member is entitled to cast at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists). To the extent lawful, the foregoing shall apply to, without limitation, the establishment of a quorum at any applicable meeting.~~

~~4.5. Election of Voting Member. Each Unit Owner shall be entitled to one (1) vote in connection with the election of a "Voting Member Representative" for the Local Association in which such Unit is located. The immediately foregoing sentence notwithstanding, each Local Association shall have the right to adopt alternate methods of appointing a Voting Member Representative from such Local Association. A Lot Owner whose Lot is not subject to a Local Association may appoint its Voting Member Representative and shall designate in writing the name of the representative entitled to vote. All Voting Member Representatives of each Local Association must be Unit Owners or an officer, director, partner or member of a Unit Owner if same is a corporate entity.~~

~~4.6~~4.3 Quorum Requirements and Majority Vote. A quorum for the transaction of business at any regular or special meeting of the Members shall exist if ~~thirty (30%) percent~~ twenty percent (20%)

of the total number of available votes of the ~~Voting~~ Members in good standing shall be present, in person or by proxy, at the meeting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all Members and Owners who are subject to the terms and provisions of the Master Declaration for all purposes, except where otherwise provided by law, in the Master Declaration, the Articles or in these Bylaws.

~~4.7~~ 4.4 Proxies. Every ~~Voting~~ Member entitled to vote at a meeting of the Membership, or to express consent or dissent without a meeting, may authorize another person to act on the ~~Voting~~ Member's behalf by a proxy signed by such ~~Voting~~ Member or their respective attorney-in-fact. General proxies and limited proxies may be used to establish a quorum and general proxies may be utilized for those issues which do not require the use of a limited proxy by law. Any such proxy shall be delivered in the Secretary of the Master Association, or the person acting as secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. 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. Proxies shall be valid only for the particular meeting designated therein and any lawful adjournments thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it. ~~Any proxy of a Local Association Member may only authorize a director or officer of the Local Association to act on the Voting Representative 's behalf.~~

4.5 Electronic Notice and Online Voting. To the extent permitted by applicable law, the Master Association may adopt procedures and implement technology that allows members who consent in writing to receive official notices by electronic mail and vote in elections and other matters by secure internet-based online voting system that complies with applicable law.

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ARTICLE V

MEMBERSHIP MEETINGS

5.1 ~~As to a Local Association Member its Voting Member Representative, and any of its directors or officers, may attend any meeting of the Members. As to Lot Owner Members~~ Owners, and in the case of a corporate Owner any of its directors or officers, may attend any meeting of the ~~Voting~~ Members. For purposes of this Section, the principals or partners of any entity (other than a corporation) shall be deemed co-Owners, and the directors and officers of a corporation shall be deemed co-Owners. However, the votes of any ~~Voting~~ Member shall be cast in accordance with the provisions of Article IV above. ~~For so long as the Declarant is a Member, Declarant shall have the right to attend all meetings of the Members.~~ Any person not expressly authorized to attend a meeting of the ~~Voting~~ Members, as set forth above, may be excluded from any meeting of the ~~Voting~~ Members by the presiding officer of the meeting.

5.2 Place. All meeting of the ~~Voting~~ Members shall be held at the principal office of the Master Association or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

5.3 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each Member not less than ten (10) nor more than thirty (30) days before the date of the meeting, by or at the direction of the President, the Secretary or the office or the persons calling the meeting, and shall be posted of the property as required by law. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Member at the Member's address as it appears on the records of the Master Association, unless such Member shall have filed a written request with the Secretary of the Master Association stating that notices to him be mailed to some other address. For the purpose of determining Members entitled to notice of, or to vote at, any meeting of the Members of the Master Association, or in order to make a determination of the Members for any other purpose, the Board shall be entitled to rely upon the Member register as same exists ~~ten (10)~~ thirty (30) days prior to the giving of the notice of any meeting, and the Board shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if the Lot of an Owner Member is owned by more than one person or by an entity, only one notice shall be required to be sent with respect to the Owner Member, which shall be made to the person designated by the Co-Owners to receive notice in a certificate of voting representative delivered to the Master Association, and in the absence of such certificate, may be made to any one co-Owner, as defined in Section 5.1 of these Bylaws. ~~Notice to a Local Association Member shall be made to its Voting Representative, Association Member.~~ Written notice of any notice at which special assessment will be considered or at which amendments to rules regarding Lot or parcel use will be unsigned, must be mailed, delivered or electronically transmitted to the members and Lot and parcel Owners and posted conspicuously on the property or broadcast on closed circuit cable television not less than fourteen (14) days before the meeting.

5.4 Waiver of Notice. Whenever any notice is required to be given to any ~~Voting~~ Member under the provisions of the Articles or these Bylaws, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a ~~Voting~~ Member at a meeting shall constitute a waiver of notice of such meeting, except when the ~~Voting~~ Member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

5.5 Annual Meeting. The annual meeting for the purpose of electing ~~a Director at Large (as herein defined)~~ Directors and transacting any other business shall be held at such time, on such date, in such month as shall be selected by the Board and as is contained in the notice of such meeting; provided, however, that such day shall not be a legal holiday. If the Board fails to call such meeting by the end of March of any year, then within thirty (30) days after the written request of any Member, officer or Director of the Master Association, the Secretary shall call an annual

meeting. ~~During the period when Declarant appoints a majority of the Board, no annual meetings will be required.~~

5.6 Special Meetings of the ~~Voting~~ Members may be requested at any time by written notice to the Secretary by any Director, the President, or any Member(s) having not less than twenty-five (25%) percent of the votes of the ~~Voting~~ Membership, or as otherwise provided by law, such request shall state the purpose of the proposed meeting. Business transaction at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting must include a description of the purpose or purposes for which the meeting is called and shall be given by the Secretary, or other officer of the Master Association to all of the Members with thirty (30) days after same is duly requested, and the meeting shall be held within forty-five (45) days after same is duly requested.

5.7 Adjournments. Any meeting may be adjourned or continued by a majority of the votes present and entitled to be cast at the meeting in person or by proxy, regardless of a quorum, or if no ~~Voting~~ Member entitled to vote is present at a meeting, then any officer of the Master Association. may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to ~~Voting~~ Members not present at the original meeting, without giving notice to the ~~Voting~~ Members which were present at such meeting

5.8 Organization. At each meeting of the ~~Voting~~ Members, the President, the Vice President, or any person chosen by a majority of the ~~Voting~~ Members present, in that order, shall act as chairman of the meeting. The Secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting shall act as Secretary of the meeting.

5.9 Order of Business. The order of business at the annual meetings of the Members shall be:

5.9.1 Determination of chairman of the meeting;

5.9.2 Election of inspectors of election;

5.9.3 Election of Directors;

5.9.4 Calling of the role and certifying of proxies of ~~Voting~~ Members;

5.9.5 Proof of notice of meeting or waiver of notice;

5.9.6 Reading and disposal of any unapproved minutes;

5.9.7 Reports of Directors, officers or committees;

5.9.8 Unfinished business;

5.9.9 New business; and

5.9.10 Adjournment

5.10 Minutes. The minutes of all meetings of the ~~Voting~~ Members shall be maintained in written form or in another form that can be converted into written form within a reasonable time, and available for inspection by the Members or their authorized representatives, all Owners who are subject to the jurisdiction of the Master Association. and the members of the Board, at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven (7) years.

5.11 Official Records. The Master Association shall maintain each of the following items, when applicable. which shall constitute the official records of the Master Association:

5.11.1 Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Master Association is obligated to maintain, repair or replace.

5.11.2 A copy of the Bylaws of the Master Association and of each amendment to the Bylaws.

5.11.3 A copy of the Articles of Incorporation of the Master Association, and of each amendment thereto.

5.11.4 A copy of the current rules of the Master Association.

5.11.5 A book or books that contain the minutes of all meetings of the Master Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years.

5.11.6 A current roster of all Members and their mailing addresses, lot or Unit identifications, if applicable, and. if known. telephone numbers.

5.11.7 All current insurance policies of the Master Association or a copy thereof, which policies must be retained for a period of not less than seven (7) years.

5.11.8 A current copy of all contracts to which the Master Association is a party, including without limitation, any management agreement, lease, or other contract under which the Master Association has any obligation or responsibility. Bids received by the Master Association for work to be performed must also be considered official records and must be kept for a period of not less than one (1) year.

5.11.9 All financial and accounting records of the Master Association, kept according to good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records must include:

A. Accurate, itemized, and detailed records of all receipts and expenditures.

8. A current account and a periodic statement of the account for each Member of the Master Association, designating the name and current address of each Member who is

obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account. and the balance due.

C. All tax returns, financial statements and financial reports of the Master Association.

D. Any other records that identify, measure, record or communicate financial information.

The official records shall be maintained within this state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This may be accomplished by having a copy of the official records available for inspection or copying in the community.

The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to Members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them, or such other amount as allowable by law.

5.12 Actions without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the ~~Voting~~ Members of the Master Association, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the ~~Voting~~ Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all ~~Voting~~ Members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those ~~Voting~~ Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. As to Owner Members , if the Lot(s) for which membership is established in the Master Association is owned by more than one person or by an entity, the consent for such Lot(s) need only be signed by one person who would be entitled to cast the vote(s) for the Lot(s) as a co-Owner, as set forth in Paragraph 5.01 of these Bylaws. ~~As to an Association Member such consent may be signed by the Voting Representative or by the President of the Association.~~

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ARTICLE VI

BOARD

6.1 Number of Directors.

6.1.1 The affairs of the Master Association shall be managed by a Board of Directors comprised of ~~not less than five (5) persons and shall always be an odd number. Notwithstanding the foregoing, initially the Board of Directors shall consist of three (3) Directors to be appointed by Declarant. and so long as the Declarant is entitled to appoint any Director pursuant to these Bylaws, the number of Directors will be determined; and may be changed from time to time, by the Declarant by written notice to the Board~~ five (5) persons, who shall be elected as provided in section 4.1 hereof.

~~6.1.2 After the Declarant is no longer entitled to appoint any Directors, the number of Directors on the Board shall, in the absence of a determination to the contrary by the Members, be five (5).~~

~~6.2 Appointment of Directors by Declarant. Declarant shall have the right to appoint all of the Directors until Declarant ceases to have Class "B" Membership. Thereafter, the Board of Directors shall consist of the Voting Representative from each Local Association and one (1) Director at Large.~~

6.3 Staggering of Directors and Term of Office. ~~All Directors elected or appointed, as the case may be, by each Local Association or Land Owner shall be assigned a number, starting with the number one (1) and continuing consecutively for each such Director. Directors assigned an odd number shall be elected or appointed, as the case may be, at the annual meeting occurring during an odd numbered year, and Directors assigned an even number shall be elected at the annual meeting occurring during an even numbered year.~~ The four (4) Directors elected from the respective Local Condominiums shall serve two (2) year staggered terms. The Directors representing The Residences at Coconut Point I and III shall be elected in odd years, and the Directors representing The Residences at Coconut Point II and IV shall be elected in even years. The Director At Large (as such term is used in 4.1 above) shall serve a one (1) year term and be elected at each annual meeting. Directors shall hold office until their successors are duly elected, or until such Director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the Articles.

6.4 Organizational Meeting. The newly elected Board shall meet for the purposes or organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and .no further notice of the organizational meeting shall be necessary.

6.5 Regular Meeting. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

6.6 Special Meetings. Special meetings of the Board may be called by any Director, or by the President, at any time.

6.7 Notice of Meetings. Notice of each meeting of the Board shall be given by the Secretary, or by any other officer or Director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each Director either personally or by telephone or telegraph, at least twenty-four (24) hours before the time at which such meeting is to be held, or

by first class mail, postage prepaid, at least three (3) days before the day on which such meeting is to be held.

All meetings of the Board of Directors shall be open to all Members and Owners, 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. Notices of Board Meetings shall be posted in a conspicuous place on the Common Properties at least forty-eight (48) hours in advance, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Common Properties, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Notice of a meeting of the Board need not be given to any Director or Member who signs a waiver of notice either before or after the meeting. Attendance of a Director or a Member at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place, the time or the manner in which the meeting has been called or convened, except when a Director or a Member states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or conveyed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in any notice of waiver of notice of such meeting.

6.8 Attendance at Board Meetings. A Director may appear at a Board meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the Directors and any Members or Owners present as in an open meeting.

6.9 Quorum and Manner of Acting. A majority of the Board determined in the manner provided in these Bylaws shall constitute a quorum for the transaction of any business at a meeting of the Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number of Directors is required by statute, the Master Declaration, the Articles or by these Bylaws.

6.10 Adjourned Meetings. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the Board to another place and time. Notice of any such adjourned meeting shall be given to the Directors and Members who are 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 and Members. Any business that might have been transacted at the meeting as originally called may be transacted at any adjourned meeting without further notice.

6.11 Presiding Officer. The presiding office of the Directors' meetings shall be the Chairman of the Board if such an officer is elected; and if none, the President of the Master Association shall preside if the President is a Director. In the absence of the presiding officer, the Directors shall designate one of their members to preside.

6.12 Order of Business. The order of business at a Directors' meeting shall be:

6.12.1 Calling of role;

6.12.2 Proof of due notice of meeting;

6.12.3 Reading and disposal of any unapproved minutes;

6.12.4 Reports of officers and committees;

6.12.5 Election of officers (if applicable);

6.12.6 Unfinished business;

6.12.7 New business; and

6.12.8 Adjournment.

6.13 Minutes of Meetings. The minutes of all meetings of the Board shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting in each matter voted upon for each Director present at a Board Meeting must be recorded in the minutes and the minutes shall be kept in a businesslike manner in a book available for inspection by the Members of the Master Association, or their authorized Representatives, all Owners who are subject to the jurisdiction of the Master Association, and the Directors at any reasonable time. The Master Association shall retain these minutes for a period of not less than seven (7) years.

6.14 Committees. The Board may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the Board from time to time, which may include any powers which may be exercised by the Board and which are not prohibited by law from being exercised by a committee.

6.14.1 Standing Committees of the Local Condominiums. Within thirty (30) days of its annual Organizational Meeting to elect officers, the Board shall also appoint a standing committee for each of the four (4) Local Condominiums. Each standing committee shall consist of three (3) persons, each of whom shall be Owners (or a spouse of an Owner) in their respective Local Condominium. The primary function of each standing committee shall be to advise and communicate with the Board on issues that are specific to the Local Condominium, in addition to such other powers, duties and functions as may be determined by the Board from time to time. Meetings of each standing committee shall open to the Members who own Units in the Local Condominium that the committee represents.

6.15 Resignation. Any Director of the Master Association may resign at any time by giving written notice of his resignation to the Board or Chairman of the Board or the President or the Secretary. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.16 Removal of Directors. Directors may be removed as follows:

6.16.1 Any Director ~~other than a Director appointed by the Declarant~~ may be removed by majority vote of the remaining Directors, if such Director has been absent for the last three consecutive Directors' Meetings, and/or adjournments and continuances of such meetings, in which case the ~~Voting Member entitled to appoint such Director shall appoint a new Director (Voting Member Representative)~~ remaining Directors shall appoint a replacement who must be an eligible Member from the Local Condominium that elected the removed Director. If the removed Director was the Director at Large, the remaining Directors may appoint any eligible Member to fill the opening.

6.16.2 Any Director may be removed by recall pursuant to section 718.112(j) of the Florida Condominium Act.

6.17 Vacancies. Vacancies in the Board shall be filled by ~~the Voting Member entitled to appoint or elect such Director~~ a majority vote of the remaining Directors and such Director shall hold office until their successors are duly appointed or elected. ~~If there are no Directors in office, then each Voting Member shall immediately appoint or elect a Voting Member Representative from its Local Association. Notwithstanding anything contained herein to the contrary, the Declarant at all times shall have the right to appoint the maximum number of Directors permitted by these Bylaws, and any vacancies in the Board may be filled by the Declarant to the extent that the number of Directors then serving on the Board which were appointed by the Declarant is less than the number of Directors the Declarant is then entitled to appoint.~~

~~6.18 Directors Appointed by the Declarant. Notwithstanding anything contained herein to the contrary, the Declarant shall have the right to appoint the maximum number of Directors in accordance with the privileges granted to the Declarant pursuant to these Bylaws. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and the Declarant shall have the absolute right, at anytime, and in its sole discretion, to remove any Director appointed by it, and to replace such Director with another person to serve on the Board. Replacement of any Director appointed by the Declarant shall be made by written notice to the Master Association which shall specify the name of the person designated as successor Director. The removal of any Director and the designation of his successor by the Declarant shall become effective immediately upon delivery of such written instrument by the Declarant. The Declarant may waive its right to appoint one or more Directors which it has the right to appoint at any time upon written notice to the Master Association, and thereafter such Director shall be elected by the Members.~~

6.19 Compensation. The Directors shall not be entitled to any compensation for serving as Directors unless the Members approve such compensation, provided however the Master Association may, without approval by the Members, reimburse any Director for expenses incurred on behalf of the Master Association.

6.20 Powers and Duties. The Directors shall have the right to exercise all of the powers and duties of the Master Association, express or implied, existing under these Bylaws, the Articles, the Master Declaration, or as otherwise provided by statute or law. Such powers and duties of the Directors shall include, without limitation (except as limited elsewhere herein}, the following:

6.20.1 The operation, care, upkeep and maintenance of the Common Areas, and any other portion of the Committed Properties determined to be maintained by the Board.

6.20.2 The determination of the expenses required for the operation of the Master Association.

6.20.3 The collection of Assessments for Common Expenses from Members and/or Owners required to pay same.

6.20.4 The employment and dismissal of personnel.

6.20.5 The adoption and amendment of rules and regulations covering the details for the operation and use of property owned and/or maintained by the Master Association.

6.20.6 Maintaining bank accounts on behalf of the Master Association and designating signatories required therefor.

6.20.7 Obtaining and reviewing insurance for all or any portion of the Common Properties owned and/or maintained by the Master Association.

6.20.8 The making of repairs, additions and improvements to, or alterations of all or any portion of the Common Properties owned and/or maintained by the Master Association.

6.20.9 Borrowing money on behalf of the Master Association; provided, however, that (i) the consent of the Members having at least two- thirds (2/3) of the votes cast by ~~Voting~~ Members (obtained at a meeting duly) called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of $25,000.00; and (ii) no lien to secure repayment of any such borrowed may be created on any Lot or Unit without the consent of the Owner of such Lot or Unit. However, these restrictions shall not apply to any advancement of funds as contemplated by Article VI, Section 6.15 of the Master Declaration.

6.20.10 Contracting for the management and maintenance of the Common Properties owned and/or maintained by the Master Association authorizing a management agent or company to assist the Master Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records. enforcement of rules, and maintenance, repair and replacement of Common Areas with funds as shall be made available by the Master Association for such purposes. The Master Association and its officers shall, however, retain at all times the powers and duties granted by all Master Association documents and the Master Declaration, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Master Association.

6.20.11 Exercising all powers specifically set forth in the Master Declaration, the Articles, these Bylaws, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

6.20.12 Entering into and upon any portion of the Committed Properties, including Lots and/or Units, when necessary to maintain, care and preserve any portion of the Committed Properties in the event the respective ~~Local Association, Member Owner or~~ Owner fails to do so.

6.20.13 Collecting delinquent Assessments by suit or otherwise, abating nuisances, enjoining or seeking damages from the Members and/or Owners for violations of these Bylaws and the terms and conditions of the Master Declaration or of the Rules and Regulations of the Master Association.

6.20.14 Acquiring and entering into agreements whereby the Master Association acquires leaseholds, memberships, and other possessory or use interests in lands or facilitates, whether or not contiguous to the lands operated by the Master Association, intended to provide for the enjoyment, recreation, or other use and benefit of the Members and/or Owners and declaring expenses in connection therewith to be Common Expenses; all in such form and in such manner as may be deemed by the Board to be in the best interest of the Master Association, and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

6.20.15 In addition to all of the foregoing powers the Master Association through its Board of Directors shall be the entity responsible for the management, maintenance, operation and control of the four (4) Local Condominiums in The Properties. The Master Association shall be the entity responsible for enforcement of the Declarations of Condominium of said four (4) Local Condominiums, and such reasonable rules regulating use of The Properties as the Board may adopt. The Master Association shall be responsible for administering and enforcing the architectural standards and controls set forth in the Master Declaration, in all Declarations of Condominium and in the Architectural Standards. The Master Association shall perform its functions in accordance with the Master Declaration and the Declarations of Condominium, the Bylaws, the Articles of Incorporation and Florida law. The Master Association is a multi-condominium association as defined in Chapter 718, Florida Statutes. The Master Association's authority to manage the Local Condominiums and the Common Elements of the Local Condominiums shall include all of the foregoing powers enumerated in these Bylaws.

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12.06 Approval of Master Association Lawsuits by Owners. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by the prior written approval of ~~seventy-five percent (75%)~~ a majority of the Unit Owners who are present and voting, in person or by proxy, at a members' meeting. This Section shall not, however apply to:

(a) actions brought by the Master Association to enforce the provisions of this Declaration against Owners (including, without limitation, the foreclosure of liens or enforcement of rules);

(b) the imposition and collection of Assessments as provided in the Declaration;

(c) proceedings involving challenges to ad valorem taxation; and/or

(d) counterclaims brought by the Master Association in proceedings instituted against it.

~~This Section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion:~~

~~This section shall not be amended unless the prior written approval of Declarant is obtained, which may be granted or denied in its sole discretion~~

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ARTICLE XIII

CORPORATE MERGER

13.01 Corporate Merger. The Residences at Coconut Point I Condominium Association, Inc., The Residences at Coconut Point II Condominium Association, Inc., The Residences at Coconut Point III Condominium Association, Inc., The Residences at Coconut Point IV Condominium Association, Inc., and The Residences at Coconut Point Master Association, Inc., upon the approval of this amendment shall merge with and into The Residences at Coconut Point Master Association, Inc. which shall be deemed the "Surviving Corporation" and which shall thereafter be known as THE RESIDENCES AT COCONUT POINT MASTER CONDOMINIUM ASSOCIATION, INC. In the event the corporate merger is not approved, or the owners in one or more of the Local Condominiums do not approve the requisite amendments to their Condominium Documents, then the amendments to these Bylaws shall be void only as to those Local Condominiums which have not given the requisite approvals. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of any of the local Condominiums, all references to the "Association" shall mean the Articles of Incorporation and Bylaws of the Surviving Corporation. The Board of Directors shall have the authority to adopt amendments to the Master Association's governing documents to effectuate the corporate merger in the event that any necessary amendments are inadvertently omitted from those amendments voted on by the membership.