Rec Fee $ 29.00
Add Rec $ 4.00
Doc Tax $ ———
Int Tax $ ———
Total $ 33.00

THOMAS H. LOCKER,
Orange County
Comptroller
By ———
Deputy Clerk

AMENDMENT AND RESTATEMENT

OF

ARTICLES OF INCORPORATION

OF

SOUTH BAY HOMEOWNERS' ASSOCIATION, INC.

The undersigned, being the President and Secretary of this corporation, certify that this Amendment and Restatement of Articles of Incorporation of South Bay Homeowners' Association, Inc., has been duly adopted and approved by a majority of the Directors of the Board of Directors and by a majority of the Membership (including the Developer) at a joint meeting of the Board of Directors and Membership, and the undersigned by and through this Amendment and Restatement of Articles of Incorporation of South Bay Homeowners' Association, Inc., (hereinafter referred to as the "Articles") consolidate, amend and restate in their entirety the amended Articles of Incorporation for this corporation and continue this Florida corporation not for profit under Chapter 617, Florida Statutes, and the undersigned certify the following as properly restating in their entirety, the actual, amended Articles of Incorporation of the corporation:

ARTICLE I
NAME AND ADDRESS

The name of the corporation shall be SOUTH BAY HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the Association, and shall have as its mailing address, 7491 Conroy-Windermere Road, Suite B, Orlando, Florida 32811, or at such other place as the Board of Directors may designate at some future time.

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ARTICLE II
PURPOSE

2.1 The purpose for which the Association is organized is to promote the recreation, health, safety and welfare of the residents within the SOUTH BAY DEVELOPMENT PROPERTY, more particularly described per the recorded Plats of SOUTH BAY, SECTION 1, 1A and 1B, per the recorded plats in Plat Book 8, Pages 45, 72 and 73; SOUTH BAY, SECTION 2, per the recorded plat in Plat Book 11, Pages 30 and 31; SOUTH BAY, SECTION 3, per the recorded plat in Plat Book 17, Pages 111 and 112; SOUTH BAY, SECTION 4, per the recorded plat in Plat Book 18, Page 60; SOUTH BAY, SECTION 5, per the recorded plat in Plat Book 17, Page 137; SOUTH BAY, SECTION 6, per the recorded plat in Plat Book 17, Page 130; and SOUTH BAY VILLAS, per the recorded plat in Plat Book 17, Page 7, all in the Public Records of Orange County, Florida.

2.2 The Property as hereinabove described in Section 2.1 is encumbered by the terms, covenants, restrictions and conditions contained in the Restatement of Declaration of Covenants and Restrictions for South Bay, hereinafter referred to as the "Declaration", which is to be recorded in the Public Records of Orange County, Florida.

2.3 The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members and the Association shall make no distributions of income to its Members, directors or officers.

ARTICLE III
POWERS

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Declaration and the Restatement of the Bylaws of the corporation (hereinafter referred to as the "Bylaws"), as they may be amended from time to time, and all of the powers and duties reasonably necessary to operate and maintain The Property, including, but not limited to, those set forth below.

3.3 The Association shall have the power to fix and levy assessments against the Owners of The Property, which assessments shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of The Property, and in particular for the improvement and maintenance of properties, services, and facilities devoted to the purpose and related to the use and enjoyment of the Common Property, as defined in the Declaration, and of the homes situated upon The Property, including, but not limited to:

a. Payment of operating expenses of the Association;

b. Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, street signs and traffic control devices, and costs of controlling and regulating traffic on the access ways;

c. Maintenance, improvement and operation of any private streets or rights-of-way for the benefit of The Property;

d. Maintenance, improvement and operation of drainage easements and systems;

e. Management, maintenance, improvement and beautification of parks, lakes, ponds, buffer strips, and recreation areas and facilities and all other Common Property, and improvements thereon;

f. Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by the Association;

g. Providing police protection, night watchmen, guard and gate services, but only when

and to the extent specifically authorized by the Association;

h. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association;

i. Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes;

j. Enforcing the recommendations, opinions, and determinations of the Architectural Review Board; and

k. Doing any other thing necessary or desirable, in the judgment of the Association, to keep The Property neat and attractive or to preserve or enhance the value of The Property, or to eliminate fire, health or safety hazards, or which in the judgment of the Association, may be of general benefit to the Owners.

ARTICLE IV
MEMBERSHIP

4.1 Every person or entity who is a record Owner of a fee or undivided fee interest (including the Developer) in any Lot which is subject, by the Declaration, to assessment by this Association, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member, unless and until such person or entity has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The term "Member" shall not mean or refer to a builder or developer who in its normal course of business purchases a Lot for the purpose of constructing a Living Unit thereon for resale, unless such builder or developer occupies or allows to be occupied the Living Unit as a single family residence.

4.2 For the purpose of this Article, JULIAN CONSOLIDATED, INC., a Florida corporation, hereinafter referred to as the "Developer", shall be considered the record Owner of a fee interest in, and therefore a Member to, all unsold Lots and unsold Living Units (excluding resales) developed or platted in the SOUTH BAY DEVELOPMENT PROPERTY as defined in the Declaration, which are owned by builders and not by persons who own said Lots for future construction of their own personal residences or for resale at a profit (an investor).

4.3 Regardless of possible loss of its Developer status, for purposes of these Articles, the Developer shall still retain status as a Member to any Lot and Living Unit

owned by persons or entities not entitled to Membership as herein defined.

ARTICLE V
VOTING RIGHTS

5.1 Each Member, as defined in Article IV hereinabove, (including the Developer) shall be entitled to one (1) vote for each Lot in which he holds the interest or qualifications required for Membership. Membership to the Association shall be appurtenant to, and may not be separated from, ownership of a Lot.

5.2 When more than one person owns a Lot, the vote for such Lot shall be exercised as they among themselves determine, but in the event of disagreement among such persons and an attempt by two (2) or more of them to cast such vote or votes, such persons shall not be recognized and such vote or votes shall not be counted.

ARTICLE VI
DIRECTORS

6.1 The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Each Director shall hold office until the election or appointment of his successor as specified in the Bylaws.

6.2 The Board shall serve, be elected, appointed and terminated as designated in the Bylaws.

ARTICLE VII
OFFICERS

The affairs of the Association shall be administered by the officers as designated in the Bylaws. The officers shall be elected by the Board of Directors as provided in the Bylaws, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are elected by the Board of Directors are as follows:

President:

Vice President:

Secretary and Treasurer:

ARTICLE VIII
DEDICATION OF PROPERTIES OR TRANSFER OF FUNCTION TO PUBLIC AGENCY OR UTILITY

The Association shall have the power to dispose of its real properties only as authorized under the Declaration.

ARTICLE IX
INDEMNIFICATION

9.1 Subject to the conditions hereinafter set forth, the Association shall indemnify all

of its Directors or officers or former Directors or officers or any person who may have served at its request as a Director or officer of any other corporation against reasonable expenses, including attorney's fees, settlement payments, judgments and fines actually incurred by them in connection with the defense of any action, suit or proceeding, or threat or claim of such action, suit or proceeding, no matter by whom brought or in any appeal in which they or any of them are made parties or a party by reason of being or having been a Director or officer of the Association or of such other corporation except in relation to matters as to which any such Director or officer shall be adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. Notwithstanding anything herein to the contrary, Directors or officers shall not be entitled to indemnification for any settlement payment unless such settlement payment be approved in advance by non-interested Directors.

9.2 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested Directors upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles.

9.3 The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director or officer of another corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE X
BYLAWS

The Amendment and Restatement of Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XI
AMENDMENTS

Amendments to the Restatement of the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

11.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by fifty-one percent (51%) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and the affirmative vote of not less than fifty-one percent (51%) of the membership votes of the Association counted in the manner set forth in Article V above.

11.3 In the alternative, an amendment may be made by an agreement signed and acknowledged by all Members of the Association, in the manner required for the execution of Deeds.

11.4 No amendment shall make any changes in, or be effective to impair or dilute, any rights of Members that are governed by the Declaration as, for example, qualification for membership and voting rights of Members, which are part of the property created thereby.

ARTICLE XII
DURATION

The term of the Association shall be perpetual, unless otherwise sooner terminated.

IN WITNESS WHEREOF, the undersigned President and Secretary of SOUTH BAY HOMEOWNERS' ASSOCIATION, INC., being duly authorized, have hereunto affixed their signatures on the 31 day of March, 1988, and have duly affixed the corporate seal.

Signed, sealed and delivered in the presence of:

SOUTH BAY HOMEOWNERS' ASSOCIATION, INC.

By: D. Carline Julian
President

Attest: Daisy Wright
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared D. CARLINE JULIAN, well known to me to be the President of SOUTH BAY HOMEOWNERS' ASSOCIATION, INC., the corporation named as Association in the foregoing Articles of Incorporation, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation