

**CERTIFICATE OF AMENDMENT
TO THE
SECOND AMENDED AND RESTATED BYLAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.**

A Corporation Not-For-Profit Under
the Laws of the State of Florida

The Second Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc. were recorded in the public records of Martin County, Florida at Official Records Book 1597, Page 147 et.seq. The same By-Laws are amended as approved by the membership by vote sufficient for approval at a Board Meeting held on November 5, 2003.

1. Article III is amended to read as follows:

ARTICLE III
DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE

Section 4. Standing Committees. The Executive Committee shall appoint a chairperson and six additional members to each of the following committees:

- A. Budget Committee
- B. Surface Water Management Committee
- C. Security Committee
- D. Landscape Committee

The chairperson of the Budget committee shall be the Treasurer as elected by the Board of Directors.

The additional members of each committee shall be comprised of a representative from the Meadows of Martin Downs Homeowners Association, Inc.; Monarch Country Club Homeowners Association, Inc.; Sunset Trace Homeowners Association, Inc.; the West Villages (as defined in Section 3E above); the East Villages (as defined in Section 3F above); and an Institutional Parcel. Each group shall nominate a candidate for each Standing Committee and present the names to the Executive Committee for appointment.

(The balance of Article III remains unchanged)

Record and Return to:
Elizabeth P. Bonan, Esq.
Ross Earle & Bonan, P.A.
Post Office Box 2401
Stuart, FL 34995

2. The foregoing amendment to the Second Amended and Restated Bylaws of Martin Downs Property Owners Association, Inc. was adopted by the board by a vote sufficient for approval at a Board Meeting held on November 5, 2003.
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Second Amended and Restated Bylaws of Martin Downs Property Owners Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 19th day of November, 2003.

WITNESSES:

MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

Carole Romaglino
 Printed Name: Carole Romaglino

By: [Signature]
 Richard Shelby, President

Valerie Karpinski
 Printed Name: VALERIE KARPINSKI

Carole Romaglino
 Printed Name: Carole Romaglino

By: [Signature]
 Robert Graves, Secretary

Valerie Karpinski
 Printed Name: VALERIE KARPINSKI

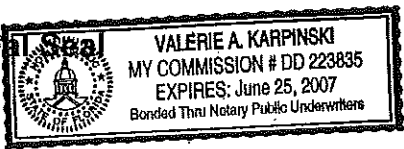
CORPORATE SEAL

STATE OF FLORIDA
 COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 19, 2003, by Richard Shelby, as President of Martin Downs Property Owners Association, Inc. [] who is

personally known to me, or [] who has produced identification [Type of Identification:
_____].

Notarial Seal

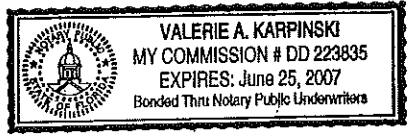


Valerie Karpinski
Notary Public
Printed Name: VALERIE KARPINSKI
Commission Expires: June 25, 2007

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 19, 2003 by Robert Graves, as Secretary of Martin Downs Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification:
_____].

Notarial Seal



Valerie Karpinski
Notary Public
Printed Name: VALERIE KARPINSKI
Commission Expires: June 25, 2007

Record and Return to:
Elizabeth P. Bonan, Esq.
Ross Earle & Bonan, P.A.
P.O. Box 2401
Stuart, Florida 34995

INSTR # 1534588
OR BK 01597 PG 0147
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MARTIN COUNTY Florida
RECORDED BY M Mochen

SECOND AMENDED AND RESTATED
BY-LAWS
OF
MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC.

a Not-for-Profit corporation Under
the Laws of the State of Florida

This Second Amended and Restated By-Laws of Martin Downs Property Owners Association, Inc., a Florida not for profit corporation, was adopted at a duly convened meeting of the Board of Directors on October 24, 2001.

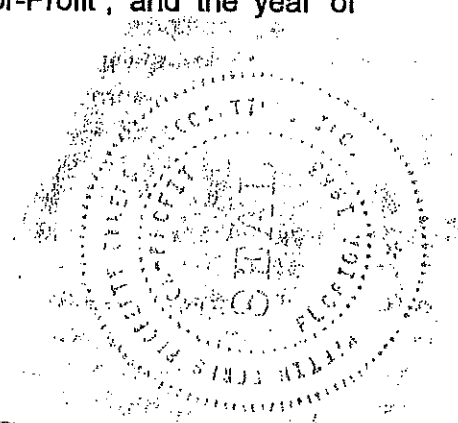
ARTICLE I
IDENTITY

Section 1. The name of this corporation is MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Master Association".

Section 2. The principal office of the Master Association is P.O. Box 1666, Palm City, Florida 34991.

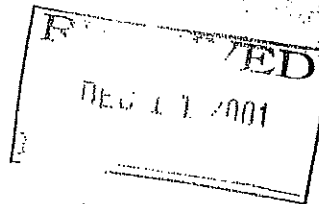
Section 3. The seal of the Master Association shall bear the name of the Master Association, the word "Florida", the words "Corporation Not-for-Profit", and the year of incorporation, an impression of which is as follows:

CORPORATE SEAL:



Record and Return to:

Elizabeth P. Bonan, Esq.
Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66, Stuart, Florida 34995



Section 4. All terms used herein which are defined in that certain Declaration of Covenants and Restrictions for Martin Downs, as it may be amended from time to time (the "Declaration"), shall have the same meaning herein as therein.

ARTICLE II
PURPOSES

This Master Association is organized to serve as the instrumentality of Owners in the Property for the purpose of controlling and regulating use of the amenities therein; of promoting, assisting, and providing adequate and proper maintenance of the Property for the benefit of all Owners therein; the maintenance of the land and facilities, to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its Articles of Incorporation, these By-Laws, and the Declaration; to acquire, hold, convey and otherwise deal with real and/or personal property in the Master Association's capacity as a property owners association; and to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper.

ARTICLE III
DIRECTORS, OFFICERS AND EXECUTIVE COMMITTEE

Section 1. Directors.

The affairs of the Master Association shall be managed by a Board of Directors. Each Member of the Master Association shall appoint one (1) member of the Board of Directors, who shall serve until the next annual meeting of the Board of Directors, at which time he/she may be reappointed. The organizational meeting of the newly appointed Board of Directors shall be held within ten (10) days of their appointment at such place and time as shall be fixed by the directors and no further notice of the organizational meeting shall be necessary. No director shall receive or be entitled to any compensation for his/her services as director, but shall be entitled to reimbursement for all expenses incurred by him/her as such, if incurred upon the authorization of the Board.

All directors and officers must be Owners.

Section 2. Officers. The executive officers of the Master Association shall be: President, Vice President, Secretary, and Treasurer, and such other officers as the Board of Directors may appoint. Officers elected at the annual meeting of the Board shall hold office until the next annual meeting of the directors, or until their successors shall have been appointed and shall qualify.

No individual shall simultaneously hold one of the four elected officer positions (President, Vice President, Secretary or Treasurer) and serve on the Board of Directors.

Section 3. Executive Committee. The Board of Directors shall appoint an Executive Committee consisting of seven (7) members. The Executive Committee shall be comprised of:

- A. The President of the Master Association.
- B. The member of the Board of Directors representing Meadows at Martin Downs Homeowners Association, Inc.
- C. The member of the Board of Directors representing Monarch Country Club Homeowners Association, Inc.
- D. The member of the Board of Directors representing Sunset Trace Homeowners Association, Inc.
- E. A member of the Board of Directors representing one of the following:
 - (i) Heronwood Homeowners Association, Inc.
 - (ii) Egret Pond Homeowners Association, Inc.;
 - (iii) Quail Meadow Homeowners Association, Inc.;
 - (iv) Eagle Lake Homeowners Association, Inc.;
 - (v) PR Homeowners Association, Inc.;
 - (vi) Osprey Creek Homeowners Association, Inc.;
 - (vii) Ibis Point Homeowners Association, Inc.;
 - (viii) Starling Court Homeowners Association, Inc.;
 - (ix) Mallard Creek Homeowners Association, Inc.;
 - (x) Clubhouse Court Condominium Association, Inc.; and
 - (xi) Club Facilities (as defined in the Declaration) a/k/a Martin Downs Country Club, Inc.

Hereinafter referred to as the "West Villages".

- F. A member of the Board of Directors representing one of the following:
 - (i) Pine Ridge at Martin Downs Village I Condominium Association, Inc.;
 - (ii) The Charter Club at Martin Downs Homeowners Association, Inc. (f/k/a Pine Ridge at Martin Downs Village II Condominium Association, Inc.);
 - (iii) La Mariposa Homeowners Association, Inc.;
 - (iv) Montebello at Martin Downs Homeowners Association, Inc. (f/k/a The Townhomes of Montebello at Martin Downs Homeowners Association, Inc.);
 - (v) Admiralty Condominium Association, Inc.;
 - (vi) Palm Pointe Homeowners Association, Inc. (f/k/a Mill Creek Homeowners Association, Inc.);
 - (vii) Parkside at Martin Downs Homeowners Association, Inc.; and
 - (viii) Islesworth of Martin Downs Homeowners Association, Inc.

Hereinafter referred to as the "East Villages".

G. One of the members of the Board of Directors representing the Monarch Club Facilities or an Institutional Parcel (as defined in the Declaration).

Section 4. Standing Committees. The Executive Committee shall appoint a chairperson and six additional members to each of the following committees:

- A. Budget Committee
- B. Surface Water Management Committee
- C. Security Committee

The chairperson of the Budget committee shall be the Treasurer as elected by the Board of Directors.

The additional members of each committee shall be comprised of a representative from the Meadows of Martin Downs Homeowners Association, Inc.; Monarch Country Club Homeowners Association, Inc.; Sunset Trace Homeowners Association, Inc.; the West Villages (as defined in Section 3E above); the East Villages (as defined in Section 3F above); and an Institutional Parcel. Each group shall nominate a candidate for each Standing Committee and present the names to the Executive Committee for appointment.

Section 5. Resignation, Vacancy, Removal.

A. Resignation: Any director, officer or Executive Committee Member of the Master Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary of the Master Association. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: A vacancy occurring on the Board of Directors shall be filled by the Member which appointed the Director creating the vacancy, by appointing a person who shall serve until the next annual meeting of the Board.

C. Officer or Executive Committee Vacancy: When a vacancy occurs in an office or on the Executive Committee for any reason before the term has expired, the position shall be filled by the Executive Committee by electing a person to serve for the unexpired term. Any such replacement must be in compliance with the qualifications provided in Sections 2 and 3 above.

D. Removal: Except as otherwise provided herein, any Director may be removed by the Member which appointed him/her, with or without cause, and any officer, Executive Committee Member or Standing Committee Member of the Master Association may be removed by the Board of Directors, at any time, with or without cause.

Section 6. Indemnification of Directors, Officers, A.R.B. Members and Executive Committee Members. Every Director, Officer, member of the Architectural Review Board ("A.R.B.") and Member of the Executive Committee shall be indemnified by the Master Association against liability and expenses which he/she may incur by reason of his/her being or having been a Director, Officer, A.R.B. member, or Executive Committee Member in

accordance with the terms of the Declaration. The Master Association shall use its best efforts to obtain and maintain liability insurance for Directors and Officers in an amount of not less than Two Million Dollars (\$2,000,000.00).

ARTICLE IV
POWERS AND DUTIES OF THE MASTER
ASSOCIATION AND THE EXERCISE THEREOF

The Master Association shall have all powers granted to it by common law, Florida Statutes, the Declaration, the Articles of Incorporation of the Master Association (the "Articles of Incorporation"), and these By-Laws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, these By-Laws or by law; the powers of the Master Association shall include but not be limited to the following:

1. All of the powers specifically provided for in the Declaration and in the Articles of Incorporation.
2. The power to levy and collect Assessments against Members, Owners, Club Owners and Martin Downs Utilities as provided for in the Declaration.
3. The power to expend monies collected for the purpose of paying the Common Expenses of the Master Association.
4. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Master Association Property and the Common Property.
5. The power to insure and keep insured the buildings and Improvements of the Master Association and other Improvements within the Property, as provided in the Declaration.
6. The power to employ the personnel required for the operation of the Master Association, the Master Association Property and the Common Property.
7. The power to pay utility bills for utilities serving the Master Association Property and the Common Property.
8. The power to contract for the management of the Master Association and to delegate to its contractor as manager, such of its powers and duties as the Board of Directors may determine, except those matters which must be approved by Members.
9. The power to make reasonable rules and regulations and to amend them from time to time.
10. The power to improve the Master Association Property and the Common Property, subject to the limitations of the Declaration.
11. The power to enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration and the rules and regulations and the Traffic

Regulations promulgated by the Master Association, including but not limited to the levying of fines pursuant to Florida Statute §720.305 (2000), as amended from time to time.

12. The power to enforce by any legal means the provisions of the declarations of covenants and restrictions for the developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations including but not limited to the levying of fines pursuant to Florida Statute §720.305 (2000), as amended from time to time.

13. The power to collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Members and Owners for violation of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, the rules and regulations of the Master Association, the Traffic Regulations, the declarations of covenants and restrictions for the Developments, including without limitation the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations.

14. The power to pay all taxes and assessments which are liens against the Master Association Property and the Common Property.

15. The power to control and regulate the use of the Master Association Property and the Common Property by the Members and Owners, and to promote and assist adequate and proper maintenance of that property.

16. The power to borrow money and the power to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

17. The power to acquire real and personal property for the benefit and use of its Members and Owners and to dispose of the property in accordance with the Declaration and Articles of Incorporation.

18. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Master Association Property and the Common Property and of any facilities on lease to the Master Association or otherwise provided for the Master Association Members' usage. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association as a Common Expense. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Master Association handled and managed by the managing agent. Such fee, if any, shall be another of the management function costs to be borne by the Master Association, as a Common Expense, unless the contract provides to the contrary.

19. The power to establish additional officers and/or directors of this Master Association and to appoint all officers, except as otherwise provided herein.

20. The power to maintain the Surface Water Management System.

21. The power to appoint the members of the Architectural Review Board in accordance with the Declaration, the Executive Committee and such other committees as the Board of Directors may deem appropriate.

22. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE V **DUTIES OF OFFICERS**

Section 1. President. The President shall be the chief executive officer of the Master Association and shall:

A. Act as presiding officer at all meetings of the Master Association, the Board of Directors, and the Executive Committee.

B. Call special meetings of the Board of Directors and Executive Committee.

C. Sign, with the Secretary or Treasurer if the Board of Directors so requires, all checks, contracts, promissory notes, leases, deeds and other instruments on behalf of the Master Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive officer to insure that all orders and resolutions of the Board of Directors are carried out.

E. Appoint committees and act as ex-officio member of all committees, and render an annual report at the annual meeting of Directors.

F. Serve on the Executive Committee and act as chairperson thereof.

Section 2. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. The Vice President also shall assist the President generally, and exercise such other powers and perform such other duties as shall be prescribed by the Directors. The Vice President shall attend all Executive Committee Meetings as a non-voting member.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

A. Attend all regular and special meetings of the Board of Directors and Executive Committee, as a non-voting member, keep all records and minutes of proceedings thereof or cause the same to be done, and turn over all such books and records to the Board of Directors of the Master Association upon request.

B. Have custody of the corporate seal and affix the same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep membership books.

D. Perform such other duties as the Board of Directors may determine and on all occasions in the execution of his/her duties, act under the superintendence, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors, and act as transfer agent of the corporate books.

Section 4. Treasurer. The Treasurer shall:

A. Attend all meetings of the Board of Directors and Executive Committee, as a non-voting member, and be available to report and take action as requested.

B. Receive such monies as shall be paid into his/her hands for the account of the Master Association and disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Master Association which he/she shall keep safely deposited and which he/she shall turn over to the Board of Directors of the Master Association upon request.

C. Supervise the keeping of accounts of all financial transactions of the Master Association in books belonging to the Master Association, and deliver such books to his/her successor. He/She shall prepare and distribute to all of the members of the Board of Directors prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Master Association from the preceding year. He/She shall make a full and accurate report on matters and business pertaining to his/her office to the Board of Directors at the annual meeting, and make all reports required by law. He/She shall prepare the annual budget, and present it to the Board of Directors for its consideration.

D. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Master Association as a Common Expense. In the event the Master Association enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management as is deemed appropriate by the Board of Directors.

E. Serve as chairperson of the Budget committee.

ARTICLE VI
DUTIES OF THE EXECUTIVE COMMITTEE

Section 1. Authority. The Executive Committee shall have and may exercise all the authority of the Board of Directors, except that the Executive Committee shall not have the authority to:

A) Approve or recommend to the Master Association's members actions or proposals required by the Florida Not-For-Profit Corporation Act to be approved by members.

B) Elect officers of the Master Association (except to fill a vacancy for an unexpired term) or fill vacancies on the Board of Directors.

C) Adopt, amend, or repeal By-Laws or amend the Declaration of Covenants and Restrictions for Martin Downs.

Section 2. Functions. The Executive Committee shall perform the following functions:

A) Exercise all duties of the Board of Directors, not otherwise prohibited herein by resolution of the Board of Directors, during the intervals between meetings of the Board.

B) Prepare the annual budget of the Master Association and present it to the Board of Directors for approval. If the Board of Directors fails to act on the budget within 45 calendar days, the Executive Committee may approve it.

C) Oversee the bidding process (or other process authorized by the Board of Directors in specified cases involving technical or professional services) for the letting of all contracts having an initial price in excess of \$5,000. This includes all principal contracts for security, landscaping, lake maintenance, property management, construction, repair services, purchasing and insurance. Either the Executive Committee or the Board of Directors may authorize the letting of any such contract on behalf of the Master Association; provided, however, that, except in an emergency, only the Board of Directors may authorize non-budgeted expenditures in excess of \$25,000. The amount of any such non-budgeted expenditure shall be determined by totaling all expenditures necessary to complete the specific project.

ARTICLE VII **MEMBERSHIP AND VOTING**

Section 1. Qualification for Membership. The qualification for membership, and the manner of admission to membership and termination of such membership, shall be as follows: Each Association created by Developer (or by any other party approved by Developer) with respect to any property now or hereafter subjected to the Declaration shall automatically become a Member of the Master Association upon the incorporation of the Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Association. Developer, by including additional property within the imposition of the Declaration, may cause additional membership in the Master Association and may designate the ownership basis for such additional membership.

The fee simple owner of each Institutional Parcel shall be a Member of the Master Association upon recordation of an amendment to the Declaration, submitting such Institutional Parcel to the Declaration. Membership by the fee simple owner of the Institutional Parcel shall continue until such time as the fee simple owner transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership with

respect to the Institutional Parcel shall automatically be conferred upon the transferee. Membership held by the fee simple owner of the Institutional Parcel shall be appurtenant to, and may not be separated from ownership of the Institutional Parcel. No person or entity holding an interest of any type or nature whatsoever in the Institutional Parcel only as security for the performance of an obligation shall be a Member. Developer, by including additional property within the imposition of the Declaration, may designate the voting rights for such property.

Section 2. Voting. The Master Association shall have one (1) class of voting membership. Each Association shall have one (1) vote for each Parcel subject to its control. All other members of the Master Association shall have the number of votes as designated in the Declaration. Votes shall be cast at the meetings of the Board of Directors by that person appointed by the Association or member. Each Association and member shall file with the secretary of the Master Association a notice designating the name of the individual who shall represent the Association or member on the Board of Directors of the Master Association, and who shall be authorized to cast the votes of such association or member. In the absence of such designation, the Association or member shall not be entitled to vote on any matters coming before the Board of Directors.

ARTICLE VIII **MEETINGS OF DIRECTORS**

Section 1. Annual Meeting. The annual meeting of the Board of Directors shall be held upon a date appointed by the Board of Directors, during the month of March in each calendar year. No meeting shall be held on a legal holiday. The meeting shall be held at such time as the Directors shall appoint from time to time. The purpose of such meeting shall be the election of the Executive Committee and officers of the Master Association and the transaction of other business authorized to be transacted by the Board of Directors. The order of business shall be as determined by the presiding officer of the Board of Directors. All meetings shall be held at the office of the Master Association, or at such other place in Martin County, Florida, as shall be stated in the notice thereof. Additionally, a regular meetings of the Board of Directors will be held during the fourth quarters of each calendar year. The President shall designate the date, time and location of such regular meetings.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by the President, upon notice to each director to be delivered by telephone, mail or in person. Special meetings may also be called on written request of a majority of the directors. All notices of special meetings shall state the purpose, time and place of the meeting.

Section 3. Quorum. At all meetings of the Board of Directors, a majority of the total votes of the membership of the Master Association, as represented by the Directors present, shall constitute a quorum for the transaction of business, and the acts of a majority of the votes of the membership of the Master Association, as represented by the Directors present at such meeting at which a quorum is present, shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

Section 4. Joinder. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

Section 5. Written Actions. Any action required to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing setting forth the action so to be taken, signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

Section 6. Presiding Officer. In the absence of the President, the Vice President shall be the presiding officer. In the absence of both the President and Vice President, the members of the Executive Committee shall select one of their members to be the presiding officer of that meeting.

Section 7. Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating member can hear and be heard by all other participating members. Any action taken by the Board of Directors at any such telephone meeting shall be confirmed in writing by all Directors as soon as reasonably possible thereafter.

Section 8. Order of Business. The order of business at Director's meetings shall be as determined by the Board of Directors.

ARTICLE IX **NOTICE OF MEETINGS**

Section 1. Annual and Quarterly Meetings. Written notice of the annual and regular meetings of Directors shall be served upon or mailed to each Member entitled to notice, at least ten (10) days, and no more than sixty (60) days, prior to the meeting. Such notice shall be hand delivered or mailed to each Member at its address as it appears on the books of the Master Association. Proof of such mailing may be given by the affidavit of the person giving the notice.

Section 2. Special Meeting. Written notice of a special meeting of Directors stating the time, place and object of such meeting shall be served upon or mailed to each Member at least two (2) days, and no more than sixty (60) days, prior to such meeting.

Section 3. Waiver. Nothing herein is to be construed to prevent Directors from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE X **MEETINGS OF EXECUTIVE COMMITTEE**

Section 1. Monthly Meetings. The Executive Committee shall hold monthly meetings at such time and place as designated by the Executive Committee.

Section 2. Special Meetings. Special Meetings of the Executive Committee may be called by the President or a majority of the Members of the Executive Committee.

Section 3. Notice of Meetings. Written notice of a meeting of the Executive Committee shall be mailed to each member of the Executive Committee at least two (2) days, and no more than sixty (60) days prior to such meeting. Additionally, notices of all Executive Committee meetings shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting. In the case of an emergency, a meeting of the Executive Committee may be called upon telephone notice to all members. Nothing herein is to be construed to prevent committee members from waiving notice of meetings.

Section 4. Quorum. At all meetings of the Executive Committee, a majority of its members shall constitute a quorum. If a quorum of the Executive Committee is present when a vote is taken, the affirmative vote of a majority of those present shall be an act of the Executive Committee.

Section 5. Subcommittees. The Executive Committee may appoint subcommittees as it may deem necessary.

Section 6. Minutes. Minutes shall be taken at all Executive Committee Meetings and copies of such minutes shall be sent to each Member.

ARTICLE XI **PROCEDURE**

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles and By-Laws of the Master Association or with the Statutes of the State of Florida.

ARTICLE XII **ASSESSMENTS AND MANNER OF COLLECTION**

The Board of Directors shall have the power to levy and enforce Assessments against Members, Owners, Parcels, Club Owners, and Martin Downs Utilities, as set forth in the Declaration.

ARTICLE XIII **FISCAL MANAGEMENT**

Section 1. Fiscal Year. The fiscal year of the Master Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.

Section 2. Depositories. The funds of the Master Association shall be deposited in such accounts in Martin County, Florida, as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. Master Association funds shall be withdrawn only over the signature of the Treasurer, the President or such other persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts. The funds shall be used only for corporate purposes.

Section 3. Fidelity Bonds. Fidelity bonds shall be required in an amount not less than the maximum funds that will be in the custody of the Master Association or its management agent at any one time from all officers and employees of the Master Association, and from any contractor handling or responsible for corporate funds. The premiums for such bonds shall be paid by the Master Association as a Common Expense.

Section 4. Records. The Master Association shall maintain accounting records according to good practice which shall be open to inspection by Members at reasonable times. Such records shall include a record of receipts and expenditures and accounts for each Member, Owner, Club Owner and Martin Downs Utilities, which accounts shall designate the name and address of the Member, Owner, Club Owner, and Martin Downs Utilities, the due dates and amount of each Assessment, the amounts paid upon the account, and the balance due. A register of the names of all Institutional Mortgagees who have notified the Master Association of their liens, and to which lien holders the Master Association will give notice of default if required, shall also be maintained.

Section 5. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Master Association, as prepared by an independent accountant.

Section 6. Insurance. The Master Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interest of the Master Association and its Members.

Section 7. Expenses. The receipts and expenditures of the Master Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.

Section 8. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain funds for the accounts established by the Board of Directors, in accordance with good accounting practices.

ARTICLE XIV **ADMINISTRATIVE RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt Rules and Regulations and Traffic Regulations governing the details of the operation and use of the Master Association Property and the Common Property, including, without limitation, the Streets, provided that the Rules and Regulations and the Traffic Regulations shall be equally applicable to all Members and Owners and uniform in application and effect.

ARTICLE XV **VIOLATIONS AND DEFAULTS**

In the event of a violation of any of the provisions of the Declaration, these By-Laws, the Rules and Regulations of the Master Association, the Traffic Regulations of the Master Association, the Articles of Incorporation, the declarations of covenants and restrictions for the

Developments, including without limitation, the architectural and use restrictions contained therein, the Articles of Incorporation of the Associations, the By-Laws of the Associations, and the rules and regulations promulgated by the Associations, the Master Association shall have all rights and remedies provided by law, including without limitation (and such remedies shall be cumulative) the right to sue for damages, the right to injunctive relief, the right to levy fines pursuant to Florida Statute §720.305 (2000), as amended from time to time, and in the event of a failure to pay Assessments, the right to foreclose its lien as provided in the Declaration; and in every such proceeding, the Member and/or Owner (or the Club Owner or Martin Downs Utilities, in the case of a delinquent Assessment) at fault shall be liable for court costs and the Master Association's attorneys' fees. A suit to collect unpaid Assessments may be prosecuted by the Master Association without waiving the lien securing such unpaid assessments.

ARTICLE XVI
AMENDMENT OF BY-LAWS

These By-Laws may be amended, altered or rescinded by the Board of Directors at any regular or special meeting; provided, however, that at no time shall the By-Laws conflict with the terms of the Declaration or the Articles of Incorporation. No amendment, alteration or modification of these By-Laws shall be made which affects the rights or privileges of any Institutional Mortgagee, nor may these By-Laws be rescinded without the express, prior written consent of all Institutional Mortgagees so affected, and any attempt to amend, alter, modify or rescind contrary to this prohibition shall be of no force or effect.

ARTICLE XVII
VALIDITY

If any By-Law, rule, or regulation shall be adjudged invalid, such fact shall not affect the validity of any other By-Law, rule or regulation.

ARTICLE XVIII
CONSTRUCTION

These By-Laws and the Articles of Incorporation of the Master Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, the Articles of Incorporation or these By-Laws, the following order of priority shall apply: The Declaration, the Articles of Incorporation and the By-Laws.

ARTICLE XIX
NON-CONDOMINIUM ASSOCIATION

The Master Association is not intended to be a condominium association and is not created in accordance with Florida Statutes Chapter 718 (1983), in existence as of the date of execution of these By-Laws.

The foregoing were adopted as the Second Amended and Restated By-Laws of MARTIN DOWNS PROPERTY OWNERS ASSOCIATION, INC., a Not-for-Profit Corporation under the laws of the State of Florida, at the meeting of the Board of Directors on the 24th day of October, 2001.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 9th day of November, 2001.

WITNESSES:

MARTIN DOWN PROPERTY OWNERS ASSOCIATION, INC.

Valerie Karpinski
Witness #1 Signature

By James Felz
James Felz, Its President

Valerie Karpinski
Witness #1 Printed Name

Carole A Romagnolo
Witness #2 Signature

Carole A Romagnolo
Witness #2 Printed Name

Valerie Karpinski
Witness #1 Signature

By Jane Mills
Jane Mills, Its Secretary

Valerie Karpinski
Witness #1 Printed Name

Carole A Romagnolo
Witness #2 Signature


Carole A Romagnolo
Witness #2 Printed Name

CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 9, 2001, by James Feiz, as President of Martin Downs Property Owners Association Inc., [] who is personally known to me, or [] who produced identification in the form of _____

 Valerie A. Karpinski
Commission # GG 848480
Expires June 25, 2003
Bonded Thru
Atlantic Bonding Co., Inc.
Notarial Seal

Valerie Karpinski
NOTARY PUBLIC
Printed Name: Valerie Karpinski
Commission Expires: June 25, 2003

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on November 9, 2001, by Jane Mills, as Secretary of Martin Downs Property Owners Association Inc., [] who is personally known to me, or [] who produced identification in the form of _____

 Valerie A. Karpinski
Commission # GG 848480
Expires June 25, 2003
Bonded Thru
Atlantic Bonding Co., Inc.
Notarial Seal

Valerie Karpinski
NOTARY PUBLIC
Printed Name: Valerie Karpinski
Commission Expires: June 25, 2003