

BYLAWS

OF

MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit Under  
The Laws of The State of Florida

ARTICLE I

GENERAL PROVISIONS

1.1 IDENTITY - PURPOSE. These are the Bylaws of that certain Condominium Association, a Florida corporation not for profit ("Association") whose name appears in the title of the Document. This Association has been organized for the purpose of administering the affairs of the Condominium established pursuant to the Declaration thereof.

1.2 BYLAWS SUBJECT TO OTHER DOCUMENTS. The provisions of these Bylaws are applicable to said Condominium and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, the Declaration of Condominium, which will be recorded in the Public Records of Orange County, Florida, at the time said property is submitted to Condominium ownership.

1.3 APPLICABILITY. All Unit Owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Condominium Property, or any part thereof, are subject to these Bylaws.

1.4 OFFICE. The office of the Association shall be at the Condominium Property or such other place designated by the Board of Directors of the Association.

1.5 SEAL. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

1.6 DEFINITIONS. All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

ARTICLE 2

MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 QUALIFICATION OF MEMBERS, ETC. The qualification of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in the Declaration, Articles of Incorporation (Articles) and in these Bylaws.

2.2 QUORUM. Persons having fifty per cent (50%) plus one of the total votes of the Association, as the same is constituted from time to time, shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, within ten (10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT. The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Member". If such certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.

2.4 VOTING; PROXY. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "voting member". No one person may be designated to hold more than five (5) proxies.

2.5 VOTING. In any meeting, each Unit Owner, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one vote. Each Unit shall be entitled to one vote of such Unit which shall not be divisible.

2.6 MAJORITY. Except where otherwise required by the provisions of the Condominium Documents, or where the same may otherwise be required by law, the affirmative vote of the owners having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding upon the members. Where a greater percentage is required then that percentage shall be required to bind the members.

### ARTICLE 3

#### ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO

3.1 ANNUAL MEETING. The annual members' meeting shall be held at 7:00 P.M. on the first Wednesday in April of each year at the office of the Association, or such other place designated by the Board of Directors for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETINGS. Special meetings shall be held when called by the President or Vice President or by a majority of the Board of Directors, with the exception of the provisions of 718.112(2)(g), Fla. Stat., special meetings must be called by such officers upon receipt of a written request from members of the Association having a majority of the votes in the Association.

3.3 NOTICE OF MEETING, WAIVER. Notice of all members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and object for which the meeting is called. Such notice shall be given or mailed to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for such meeting. If hand delivered, receipt of such notice shall be signed by the members. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. Proof of such mailing shall be the Post Office certificate of mailing. Notice shall also be conspicuously posted on Condominium Property. Notwithstanding anything herein to the contrary, notice of annual meetings shall be governed by the provisions of 718.112, Fla. Stat.

3.4 NOTICE TO OTHERS. Developer and Institutional Mortgagee shall be entitled to notice of all Association meetings, entitled to attend the Association meetings, and may designate such persons as they desire to attend such meetings on it's behalf.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of 718.112, Fla. Stat.

3.6 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.

3.7 CONSENT. Whenever the vote of members at a meeting is required or permitted by these Bylaws, such meeting and vote may be dispensed with if fifty one per cent (51%) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.8 CHAIRMAN. At meetings of the membership, the President shall preside, or in the absence of the President, the Board of Directors shall elect a chairman.

3.9 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;

- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Appointment by Chairman of Inspectors of Election;
- g. Election of Directors; subject, however, to all provisions of these Bylaws, the Articles of Incorporation and the Declaration;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

3.10 FIRST MEETINGS. The First Meeting of the Association shall be held pursuant to the provisions of 718.301, Fla. Stat.

#### ARTICLE 4

##### BOARD OF DIRECTORS

4.1 MANAGEMENT OF ASSOCIATION. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of initially three persons and thereafter governed by the provisions of Paragraph 4.4 hereof.

4.2 FIRST BOARD. The first Board shall consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Developer, and they shall serve until their successors are elected pursuant to 718.301, Fla. Stat. and the provisions of this instrument.

a. Until such time as the members of the Association shall be entitled to elect all of the Directors, the Developer shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the Board and replace any such person or persons with another person or other persons to serve on said Board. Notice of such actions shall be given to the Association.

b. The first Board of Directors of the Association shall consist of the following persons: (1) Norman L. Burg, Jr.; (2) Walter Lastition; (3) Eugene F. Bie.

The members of the first Board shall serve until such time as the Unit Owners other than Developer own fifteen per cent (15%) or more of the Units that will ultimately be operated by the Association at which time Unit Owners other than Developer shall elect one Director. The Developer shall designate what Director is to be replaced at the time of election of a Director by the Unit Owners. At such time as Unit Owners are entitled to elect not less than a majority of Directors, the number of Directors shall, if the Unit Owners desire to elect additional Directors, increase to nine (five Unit Owners and four Developer-elected) Directors. Unit Owner Directors shall be elected "at-large" from among all the Buildings submitted to the Condominium.

4.3 ELECTION OF DIRECTORS. Subject to the provisions of subparagraph 4.3(e), and further subject to the right of the membership to re-elect the initial three (3) person Board of Directors, the election of Directors, other than the first Board, after there are no longer any Developer-appointed representatives on the Board, shall be conducted in accordance with 718.301, Fla. Stat. in the following manner:

a. There shall be nine (9) Directors elected "at-large" from among all the Buildings submitted to Condominium.

b. A nominating committee of five (5) members shall be appointed by the then existing Board not less than thirty (30) days prior to the Annual Members' Meeting. Nominations may also be made from the floor.

c. The election shall be by secret ballot and each Director shall be elected by a plurality of the votes cast. Each person voting shall be entitled to

cast one vote.

d. Except as to vacancies created by removal of Directors by members, vacancies in the Board occurring between annual meeting of members shall be filled by the remaining Directors, provided that the Directors shall be replaced by a person who resides in the same building as the vacancy.

e. For all purposes, it is agreed that the Officers and Directors who are Developer-appointed Officers and Directors, become Unit- Owner elected Officers and Directors at the earlier of (1) the Unit Owners being offered the opportunity to elect Directors as herein provided and either refuse to or neglect to elect new Directors, or (2) have an election and re-elect all or a part of the first Board to serve in such capacity.

Thereafter, the Board shall be considered as having been elected and controlled by the Association.

4.3.1 TRANSFER OF ASSOCIATION CONTROL. Unit Owners other than Developer are entitled to elect not less than a majority of the members of the Board:

(a) One Hundred and Twenty (120) days after seventy five per cent (75%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(b) Three (3) years from the date of the first conveyance to a Unit Owner;

whichever is first.

4.4 SUBSEQUENT BOARDS. After such time as the Developer shall have added all phases to this Condominium or shall have notified the Association that it does not intend to add additional phases, the Board shall be comprised of such members elected in accordance with, and subject to the provisions of Paragraph 4.3.

4.5 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such time and at such place 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, provided a quorum shall be present.

4.6 REGULAR MEETINGS. 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. Notice of the time and purpose of regular meetings shall be given (3) days prior to the day named for each meeting, unless notice is waived. Meetings shall be open to all Unit Owners. Meetings shall be held at a location convenient to the Unit Owners.

4.7 SPECIAL MEETINGS. Special meetings of the Board may be called by the Chairman or President. Not less than three (3) days' notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4.8 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.9 NOTICE. Developer shall be entitled to notice of all Board of Directors meetings, shall be entitled to attend the Board meetings, and may designate such persons as it desires to attend such meetings on its behalf.

4.10 QUORUM. A quorum at a Directors meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in these Articles, these Bylaws or the Declaration. If any Directors meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth

in the Articles, these Bylaws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by either signing and concurring in the minutes or in joining in the action contemplated thereby shall constitute the presence of such Director for all purposes except for determining a quorum, provided that the same be accomplished within ten (10) days from the date of the meeting or action.

4.11 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the Chairman. In the absence of the presiding officer, the Directors present shall designate one of their number to preside. The Chairman of the Board shall be elected at the Board's organizational meeting and shall serve for one year.

4.12 RESIGNATION. A Director may resign by giving written notice thereof to the Chairman. A director shall be deemed to have resigned upon his termination of members in the Association (excepting First Board) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached therein.

4.13 POWERS AND DUTIES. All of the powers and duties of the Association may be exercised by the Board in the Board's sole discretion; provided, however, that in case of any action by the Board (after the First Board) which would involve the institution of substantial litigation, the same shall require majority approval of the Unit Owners. Such powers to be exercised by the Board shall include without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium, and to use the proceeds of said assessments in exercise of the powers and duties granted to the Association. To collect and make payments pursuant to agreements entered into by the Association.

b. To adopt the budget of the Association upon majority vote of the directors, provided, however, that a revision of the budget or recall of directors pursuant to 718.112(2) (f) and (g), Fla. Stat. shall require an eighty-five per cent (85%) vote of the members of the Association. Provided, however, that the adoption of the budget at a Special Meeting, called pursuant to such statute, by the Unit Owners, if required, shall only require a simple majority vote. It is understood, however, that the failure of the Board or Unit Owners to adopt a budget shall not impair or affect the Unit Owners' obligations to pay their share of obligations of the Association or themselves, nor shall it affect the rights of third parties who are entitled to funds therefor in view of the requirements set forth in 718.112(s) (h), Fla. Stat.

c. The maintenance, repair, replacement, operation, improvement, and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members;

d. The reconstruction of improvements after casualty and the further improvement of the property, real and personal;

e. To make and amend, by majority vote of the Board, rules and regulations governing the use of the property, real and personal, in the Condominium, so long as such rules and regulations or amendments thereto do not conflict with the rights, privilege, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.

f. To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium, as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration.

g. To contract for the management of the Condominium Property and to delegate to such contractor such powers and duties of the Association as the Directors deem fit. To lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the Condominium Property.

h. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Property.

i. To pay all taxes and assessments of any type which are liens against any part of the Condominium Property, other than Units, and the appurtenances there-to and to assess the same against the members and their respective Units.

j. To carry insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

k. To pay all costs of power, water, sewer and other utility services rendered to the Condominium which are not the specific responsibility of the owners of the separate Units.

l. To employ personnel, for reasonable compensation, to perform the services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

m. To enter any Unit during reasonable hours as may be necessary in accordance with the provisions of 718.111(5), Fla. Stat. and to effectuate the purposes of the Declaration and all exhibits attached thereto, including these Bylaws, and to assure the compliance with all the terms thereof. To that end, the Association shall retain a pass key to all Units.

4.14 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the First Board including the first budget shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.15 REMOVAL OF DIRECTORS. Except as elsewhere provided, at such time after the members of the Association are permitted to elect all except one of the Directors, should the members at any duly convened regular or special meeting desire, they may remove any such Director that said members have elected, with or without cause, by the affirmative vote of the voting members in the entire Condominium casting not less than a majority of the total votes present at any such meeting and a successor may immediately be elected to fill the vacancy thus created as elsewhere provided. Should the membership fail to elect a successor, the Board may fill the vacancy.

4.16 PROVISIO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Developer as set forth in the Declaration, the Articles and these Bylaws, without the consent of those affected.

4.17 COMMITTEES. The Board may delegate portions of its responsibilities to committees established for that purpose.

4.18 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Paragraph 13 of the Declaration of Condominium setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

## ARTICLE 5

### OFFICERS

5.1 GENERALLY. The Officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the Board of Directors. They may be removed by a majority vote of the Directors at any meeting. Any person may hold two, or more Offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to, the power to

appoint committees from among the members, from time to time as he may, in his discretion, determine appropriate to assist in the conduct of the affairs of the Association. The President shall be elected from the membership of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or President.

5.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Directors and the members, attend to the giving and serving of all notices of the members and Directors, having custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, keep the non-financial records of the Association, and shall perform all other duties incident to the Office of Secretary of an Association and as may be required by the Director or President. The Assistant Secretary, if any shall perform the duties of Secretary when the Secretary is absent.

5.5 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidence of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the Office of Treasurer.

5.6 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons to amend in the Articles.

#### ARTICLE 6

##### FISCAL MANAGEMENT; ASSESSMENTS; LIENS

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall, as required by the Condominium Act, fix and determine the sums necessary to pay all the Common and Limited Common Expenses of the Condominium, including maintenance of property reserves, pursuant to the provisions of the Declaration, Articles and these Bylaws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are Common Expenses of this Condominium. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. Assessments for the first year (or pro rata portion thereof) of the operation of the Condominium Property shall be as set forth in a projected budget established by the Developer; subject, however, to the right to modify the same to adequately provide for the payment of such sums necessary to discharge the obligations of the Condominium.

6.2 PROPOSED BUDGET. A copy of the proposed annual budget shall be mailed to Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The proposed budget of Common Expenses shall, to the extent possible in a reasonable business context, be detailed and show the amount budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in 718.504(20), Fla. Stat.

6.3 DEPOSITORY; WITHDRAWALS. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. Should the Association employ a Management firm or Managing Agent, and should in the course of such employment said Management firm or Management Agent be charged with any responsibility concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Management Firm or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraph 6.3 and 6.4 hereof.

6.4 RECORDS. The Association shall maintain those records and make available written summaries thereof as required by 718.111(7) Fla. Stat.; subject, however, to the provisions of the Declaration.

6.5 FIDELITY BONDS; PROVISIO. Fidelity bonds shall be obtained on all Offices or Directors of the Association who control or disburse Association's funds. The amount of such bonds shall be determined by the Directors. The premiums on each bond shall be paid by the Association.

6.6 FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board is expressly authorized to adopt a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable.

6.7 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages provided in the Declaration. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Until further notice, assessments shall be made to the order of "Middlebrook Pines Condominium Association, Inc.", and shall be payable at the office of the Developer. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. Failure to pay any assessment within ten (10) days from the date due, shall entitle the Association to levy a Twenty Five Dollar (\$25.00) late charge against the defaulting Unit Owner. Each Unit Owner agrees that such late charge is not in the nature of a penalty as damages on account of late payments are impossible to ascertain.

6.8 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall default in the payment of any assessment the Board may accelerate the monthly assessments for, in its discretion, up to twelve (12) months. Upon notice thereof to the Unit Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.9 ACQUISITION OF UNITS. At any foreclosure sale of a Unit the Board may acquire, in the name of the Association or its designee, the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien for assessments. The power to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so - the provisions hereof being permissive in nature and for the purposes of setting forth the power of the Board.

6.10 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of any assessment, the Association shall have all rights and remedies provided by law, including, but not limited to, those provided by the Condominium Act, and the liability of the Unit Owner shall include liability for reasonable attorneys' fees and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Unit pendente lite, to be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

## ARTICLE 7

### COMPLIANCE

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner of any of the provisions of the Condominium Documents or Rules and Regulations adopted pursuant to any of the same, the Board shall notify the Unit Owner by written notice of said breach, transmitted by mail, and if each violation shall continue for a period of thirty (30) days from the date of notice, the Association shall have the right to treat such violation as an



intentional, inexcusable, and material breach thereof, and may then pursue any remedy available. No action taken shall be deemed an "election of remedies". Upon finding by a Court that the violation complained of has occurred, the offending Unit Owner shall reimburse the Association for all costs and losses including reasonable attorneys' fees and costs incurred in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner and sent to the Board, shall authorize any Unit Owner to bring an action in equity or suit at law, on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as the charge was a part of the Common expenses attributable to said Unit. In the event of a default making the notice period impractical, the Board may take such action, including, but not limited to, the suspension of privileges for reasonable periods of time without a corresponding reduction in assessments as it deems advisable.

7.2 LIABILITY OF UNIT OWNERS. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense of any maintenance, repair or replacement required shall be charged to said Unit Owner as a specific item and shall be a lien against said Unit with the same force and effect as if the charge was a part of the Common Expenses attributable to said Unit.

7.3 GENERAL LIABILITY. Liability of Unit Owners shall be governed, in addition to the provisions hereof, by 718.119, Fla. Stat.

7.4 LIABILITY OF UNIT OWNERS TO DEVELOPER. In the event that the Association on its own behalf or as a representative of the Unit Owner, incurs liability to Developer, the same shall be deemed the joint and several responsibilities of both the Association and the Unit Owners and Developer may proceed to collect the same in their own name. This covenant is for the benefit of the Developer and may not be modified except with the written consent of Developer.

7.5 NO WAIVER. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by any of the provisions of the Declaration shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant, or condition in the future.

7.6 SURVIVING LIABILITY. Termination of membership in the Association shall not relieve any Unit Owner from any liability, financial or otherwise, incurred by said party while a member and shall in no way impair any rights that the Association has, or may have had, against the terminating member.

7.7 EXCESS LIABILITY. The Association shall give notice to the Unit Owners of excess liability as provided in 718.119(3), Fla Stat.

ARTICLE 8

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair the Condominium Property, it shall not be liable for injury or damage caused by a latent condition in the property or for injury or damage caused by the elements or by other persons.

ARTICLE 9

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, Bylaws, or with the Statutes of the State of Florida.

ARTICLE 10

AMENDMENTS TO BYLAWS

Amendments to these Bylaws, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1 PROPOSAL. Amendments to these Bylaws may be proposed by the Board acting upon votes of the majority of the Directors or by members of the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2 CALL FOR MEETING. Upon any amendment or amendments to these Bylaws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or Chairman of the Board, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth. Notice shall be posted at a conspicuous location on the Condominium Property.

10.3 VOTE NECESSARY; RECORDING. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of seventy five per cent (75%) of the entire membership of the Board and by an affirmative vote of the members having fifty one percent (51%) of the votes in the Association. Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Palm Beach County, Florida, within ten (10) days from the date on which any amendment has been affirmatively approved by the Directors and Association.

ARTICLE 11

BYLAWS PERTAINING TO USE

11.1 DEFINITION. "Use" as used herein shall refer to matters pertaining to noise, use of Units, use of Common Elements and Limited Common Elements as are set forth in Article 12 hereof.

11.2 SCOPE; REMEDY FOR VIOLATION. These Bylaws are reasonably calculated to promote the welfare of the Unit Owners. The violation of such Bylaws may bar any Unit Owner or his family and invitees from the use of the Common Elements, as the Board may deem appropriate, and shall subject any person violating the same to any liability imposed by the Condominium Documents.

11.3 RULES AND REGULATIONS. The Board may from time to time, promulgate additional Rules and Regulations concerning the use of the Condominium Property, pursuant to the terms hereof. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Condominium Property and shall have the dignity of Bylaws but, unless said rule conflicts with the provisions hereof, it shall not require an amendment to be effective.

ARTICLE 12

USE

The Bylaws relating to use hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Unit Owners. Unit Owners shall, at all times, obey the same and use their best efforts to see that the Bylaws and rules and regulations are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervisions. Said Bylaws are as follows:

a. The sidewalks, entrances and all other Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the premises. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature shall be stored therein. No structure of a temporary character, trailer, shack, barn, or other building shall be moved to, erected on, or used on any part of the Condominium Property at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service, repair or maintenance for the general public shall be allowed on the Condominium Property at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service, repair or maintenance for the general public shall be allowed on the Condominium Property at any time.

b. The personal property of all Unit Owners shall be stored within their Condominium Units or the specific Limited Common Elements assigned to them for storage purposes, if any; provided, however, that no Unit Owner may store any personal property on, or make any use of, his Unit which is unsightly nor shall he make any use of the same which interferes with the comfort and convenience of other Unit Owners.

c. No garbage cans, supplies, milk bottles, or other articles shall be placed in the entranceways, nor shall any clothesline, linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any windows, doors, or balconies, or exposed to or on any part of the Common Elements or porches within any Unit. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

d. Refuse and garbage shall be deposited only in the area provided therefor, and shall be placed in a plastic garbage bag and tied.

e. Employees of the Association shall not be sent off the Condominium Property by any Unit Owner except in the Unit Owner's capacity as an Officer or Director, at any time, for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

f. No Unit Owner shall make or permit any disturbing noises by any person, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon, any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit, in such manner as to disturb, or annoy other occupants of the Condominium.

g. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Condominium Unit that is visible from outside the Unit or Condominium Property.

h. The Association shall retain a pass key to all Units. No Unit Owner or occupant shall alter any lock or install a new lock without the written consent of the Board. Where such consent is given the Unit Owner shall provide the Association with an additional key for use of the Association pursuant to its right of access to the Unit.

i. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit except those required for normal household use.

j. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his terrace or porch prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters.

k. Only one (1) household pet shall be kept in a Unit at any time. A household pet shall be a dog, cat, small birds and tropical fish in tanks. No pet shall weigh more than thirty (30) pounds. The owner of such pet shall be responsible for cleaning up after the pet when the pet is walked in any of the Common Elements. Pets must be kept on a leash at all times when not within the Unit. Failure to abide by the foregoing shall result in a determination by the Board that the pet creates a nuisance which determination shall be binding upon all parties.

l. No Unit may be used for any commercial or business purpose.

m. No electrical machinery, device or apparatus of any sort, including but not limited to, television or citizens' band antennae, shall be used or maintained within the Unit by a Unit Owner which causes interference with the television and radio reception of any other Unit Owner. No such electrical machinery, device or apparatus shall be affixed or attached to the Common Elements whatsoever.

n. Complaints concerning the use of the Condominium Property and/or service to the same shall be made in writing, signed by the complaining party and delivered to the Developer and Board, who, if necessary, will forward the same to the appropriate party.

12.2 APPLICABILITY. The provisions of subparagraphs (a), (b), (e), (g), (h), (i), (j), (k), (l), (m) and (n) hereof shall not be applicable to the Developer or to any Unit owned by it.

### ARTICLE 13

#### INDEMNIFICATION

The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable Counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

### ARTICLE 14

#### UNITS OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES

14.1 LIENS AND TAXES. All taxes and special assessment upon a Condominium Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in the Condominium Documents, whichever is sooner.

14.2 NOTICE TO ASSOCIATION. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, within five (5) days after the attaching of the lien.

ARTICLE 15

FEDERAL NATIONAL MORTGAGE ASSOCIATION

Notwithstanding any of the prior terms and conditions of these Bylaws, the following requirements of Federal National Mortgage Association as set forth in Condensed Legal Guideline for Condominiums, Southeast Region, are hereby incorporated herein as follows:

15.1 INFORMATION. The Owners Association is required to make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the declaration, bylaws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

15.2 FINANCIAL STATEMENT. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

15.3 CONTRACTS. The Owners Association, prior to passage of control, is not bound either directly or indirectly to contracts or leases (including a management contract) unless there is a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than 90 days' notice to the other party.

15.4 TRANSFER OF CONTROL. The declarant is required to transfer control of the Association to the unit owners, no later than the earlier of the following events:

- a. Four months after 75% of the units in the project have been conveyed to unit purchasers; or
- b. Three years following conveyance of the first unit in a single-phase project, or five years following such conveyance in an expandable project.

The term "control" means the right of the declarant to control the Association, the Association Board, the project, or the unit owners in any manner except through votes allocated to units it owns on the same basis as votes pertaining to sold units.

15.5 OWNERS ASSOCIATION'S RIGHTS AND RESTRICTIONS. The Association has a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the project.

The Owners Association has the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

15.6 ASSESSMENTS: LEVY AND COLLECTION. The declaration grants to the Owners Association's Board of Directors the authority and duty to levy and enforce the collection of general and special assessments for common expenses, and shall provide adequate remedies for failure to pay such assessments. Reasonable restrictions on increases in assessments may be provided.

Assessments against any unit, with interest, costs and reasonable attorney's fees shall become a lien upon such unit if not paid when due in accordance with applicable law. Each assessment against a unit shall also be the personal obligation of the owner at the time the assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by them, or required by applicable law. Common expenses include expenditures made or liabilities incurred by the Association, together with payments or obligations to reserve accounts. Assessments are collected by the Association on a monthly basis.

15.7 PRIORITY OF LIEN. To the extent permitted by applicable law, the declaration provides for the subordination of any lien of the Owners Association for common expense assessments, or other charges becoming payable on or after the date of recordation of the first mortgage on any unit. A lien for common expense assessments is not affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the units as a common expense. Any such sale or transfer pursuant to a foreclosure does not relieve the purchaser or transferee of a unit from liability for, nor the unit from the lien of, any assessments made thereafter.

15.8 RESERVES FOR REPLACEMENT. The Association is required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas and those limited common areas which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

15.9 WORKING CAPITAL. A working capital fund is required for the initial months of the project's operation equal to at least two months' assessments for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of each unit and maintained in an account for the use and benefit of the Association. (The purpose of the fund is to insure that the Association board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of regular assessments.)

15.10 RIGHT OF FIRST REFUSAL. The right of a unit owner to sell, transfer, or otherwise convey his or her unit is not subject to any right of first refusal or similar restriction unless limited to no more than a 60 day response time, to furnish a substitute purchaser, if declined, and which right excludes all mortgages.

15.11 RESTRICTIONS ON MORTGAGING UNITS. The constituent documents do not restrict the unit owner's right to mortgage his or her unit. In addition, they do not limit the unit owner's financing options by requiring the use of a specific lending institution or a particular type of lender.

15.12 LENDER'S NOTICES. Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.
- b. Any 60 day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
- c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association.
- d. Any proposed action that requires the consent of a specified percentage of mortgage holders.

15.13 INSURANCE AND FIDELITY BONDS. The constituent documents provide a duty by the Owners Association to maintain in effect casualty and liability insurance and fidelity bonds coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

The foregoing were adopted as the Bylaws of MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit established under the laws of the State of Florida, at the first meeting of the Board of Directors on the 10 day of May, 1983.

MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC. (SEAL)

By

Norman L. Burg, Jr.  
Norman L. Burg, Jr., President

Attest:

Walter Lastition  
Walter Lastition, Secretary

EXHIBIT D TO DECLARATION OF CONDOMINIUM

CERTIFICATE OF SURVEYOR



MIDDLEBROOK PINES CONDOMINIUM

CERTIFICATE OF SURVEYOR

The undersigned being a Surveyor authorized to practice in the State of Florida, certifies that:

Exhibit A of the Declaration of Condominium is a survey of the improvements upon the land being submitted to Condominium ownership; and the construction of the improvements described on Sheet \_\_\_\_\_ is substantially complete so that together with the provisions of the Declaration of Condominium describing the Condominium Property, Exhibit A is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the Common Elements and of each Unit can be determined from the materials.

By \_\_\_\_\_

Professional Land Surveyor  
State of Florida No.

EXHIBIT E TO DECLARATION OF CONDOMINIUM

JOINDER OF MORTGAGEE

CONSENT OF MORTGAGEE TO DECLARATION  
OF CONDOMINIUM

MAJOR REALTY CORPORATION, a Delaware corporation, the holder of a mortgage recorded in Official Record Book 3361, page 2694, Public Records of Orange County, Florida, does hereby consent to the filing of the foregoing declaration in accordance with Section 718.104 of the Condominium Act.

Signed, sealed and delivered in the presence of:

MAJOR REALTY CORPORATION (SEAL)

Julie Woodard  
Camille Flankey

By Sam Ogle

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of September, 1983, by Sam Ogle, Vice President of Major Realty Corporation for the corporation.

Willie M Wheeler  
Notary Public

My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 2, 1987  
HENDERSON, MISSISSIPPI COUNTY, MISSISSIPPI  
A NOTARY PUBLIC IN THE STATE OF MISSISSIPPI

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM

BARNETT BANK, the holder of a mortgage recorded in Official Record Book 3423, page 845, Public Records of Orange County, Florida, does hereby consent to the filing of the Declaration of Condominium for Middlebrook Pines in accordance with Section 718.104 of the Condominium Act.

Signed, sealed and delivered in THE PRESENCE OF:

Loa M. Glabutz  
Vickie L. McPherson

BARNETT BANK

(SEAL)

BY [Signature]

John L. Tomlinson, S.V.P.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of October, 1983, by John L. Tomlinson, S. Vice President of BARNETT BANK.

[Signature]  
NOTARY PUBLIC

My Commission expires:  
Notary Public, State of Florida  
My Commission Expires Feb. 5, 1986  
Bonded by American Fire & Casualty Company

EXHIBIT FESTIMATED OPERATING BUDGET FOR  
MIDDLEBROOK PINES CONDOMINIUMANDMIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC.

(September 1, 1983 to August 30, 1984)

## 1. Expenses for the Association and Condominium

	<u>Monthly</u>	<u>Annually</u>
a) Administration of Association	\$ -0-	\$ -0-
b) Management Fees	-0-	-0-
c) Miscellaneous Maintenance, Drainage Easement, etc.	500.00	6,000.00
d) Rent for recreational and other commonly used facilities	-0-	-0-
e) Taxes on Association Property	-0-	-0-
f) Taxes on Leased Areas	-0-	-0-
g) Insurance	2,064.00	24,768.00
h) Security provisions	-0-	-0-
i) Other expenses - Water for irrigation, etc	1,500.00	18,000.00
j) Operating Capital	-0-	-0-
k) Reserves (painting and roofing)	1,720.00	20,640.00
l) Fees payable to division	14.33	171.96

## 2. Expenses for unit owner

a) Rent for the unit	-0-	-0-
b) Rent under recreation lease	-0-	-0-
c) Middlebrook Pines Property Owners Assoc.	<u>12,273.47</u>	<u>147,281.64</u>

TOTAL:	\$18,071.80	\$216,861.60
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Each dwelling unit owner will be responsible for a 1/344th share which is \$52.53 per month and \$630.41 per year. The maintenance will be collected monthly and Developer has guaranteed the monthly level at a maximum of \$55.00 per month for two (2) years.

The reserves have been calculated as follows:

Painting, \$130.00 per year for each building  
Roofing, \$110.00 per year for each building

Pursuant to Rule 7D-17.02 (7) (b), Fla Administrative Code, the approximate square footage of living area per unit is 1,285.

EXHIBIT G TO DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION

MIDDLEBROOK PINES PROPERTY OWNERS' ASSOCIATION, INC.

# State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles of Incorporation of*

MIDDLEBROOK PINES PROPERTY OWNERS' ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida, filed on May 5, 1983.*

*The charter number for this corporation is 768300.*

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
5th day of May, 1983.



George Firestone  
Secretary of State