

AMENDED AND RESTATED BY-LAWS

OF

MAGNOLIA POINTE MASTER HOMEOWNERS' ASSOCIATION, INC.  
a not for profit Florida Corporation

**ARTICLE I**  
**IDENTITY, LOCATION, AND DEFINITIONS**

**Section 1. Identity.** These are the By-Laws of MAGNOLIA POINTE MASTER HOMEOWNERS' ASSOCIATION, INC. (hereinafter called the "Association") a Florida Corporation not for profit organized and existing under Chapter 617, Florida Statutes, for purposes relating to the Property identified and defined in and in accordance with the terms and conditions of the Declaration of Master Covenants and Restrictions of MAGNOLIA POINTE, as may be amended from time to time any amendments thereto to be recorded in the Public Records of Lake County, Florida (hereinafter the "Declaration").

**Section 2. Principal Office.** The principle office shall be located at such location as is designated with the Secretary of the State of Florida or other place designated by the Board of Directors.

**Section 3. Fiscal Year.** The fiscal year of the Association shall be the calendar year.

**Section 4. Seal.** The seal of the Association shall bear the name of the Association, the word "Florida," and the year of incorporation.

**Section 5. Definitions.** The definitions set out in Article I of the Declaration are incorporated herein by reference.

**ARTICLE II**  
**MEMBERSHIP**

**Section 1. Members.** The Members of the Association shall consist of the Owners, as it is defined in the Declaration, provided that any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Residential Unit by foreclosure or deed in lieu of foreclosure.

**Section 2. Change of Membership.** Change of membership in the Association shall be established by recording in the Public Records of Lake County, Florida, a deed or other instrument establishing a record title to a Residential Unit or Residential Property in the Property. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated. The new Owner shall notify the Association of the recording of a deed or other instrument establishing record title and shall furnish the Association a recorded copy of such instrument.

**Section 3. Membership Rights Appurtenant to Residential Unit Ownership.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his or her Residential Unit.

**Section 4. Membership Rights Subject to Payment of Assessments.** The rights of Membership are subject to the payment of annual and special assessments levied by the Association the obligation of

which assessments is imposed against each owner of a Unit, Residential Unit, or Residential Property, and becomes a lien upon the Unit, Residential Unit, or Residential Property against which assessments are made as provided the Declaration and, in accordance with these By-Laws.

**Section 5. Suspension of Certain Membership Rights.** The Membership rights, including the right to vote and the right to use the Common Areas (with the exception of any roads needed for ingress and egress), of any Owner who owns a Residential Unit in the Property may be suspended by action of the Board of Directors during the period when any assessments(s) against the Unit, Residential Unit, or Residential Property remain unpaid and for any period not to exceed sixty (60) days for any infraction of the Declaration and/or the Associations rules and regulations. Prior to such suspension of rights, the Board of Directors shall appoint a board of three (3) individuals to examine the appropriateness of the proposed suspension. Upon payment of such assessments, the Owners' rights and privileges shall be automatically restored. Nothing contained herein shall limit, impair, or abrogate the Association's right to set, assess, collect and enforce assessments pursuant to the Declaration and Florida law.

### **ARTICLE III VOTING**

**Section 1. Voting Membership.** Every Owner shall be a Member of the Association and, by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Association. In addition to the foregoing, the family guests invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of the Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Association.

**Section 2. Allocation of Voting Rights.** Members of the Association shall be allocated votes as follows:

A. Each Owner is entitled to one vote.

B. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership, or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationships respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of each individual shall be considered to represent the will of all the Owners of that property. In the circumstance of such common ownership, if the Owners fail to designate their voting representative then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Member(s). Upon such notification, the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

C. The voting rights of any Owner may be assigned by an Owner to its tenant (for the duration of the lease only), if the tenant has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such tenant any vote or votes not attributable to the property actually leased by such tenant. No such assignment shall be effective until written notice thereof has been received by the Association.

D. For purposes of determining voting rights hereunder, the membership roster shall be set as of sixty (60) days prior to the commencement of the Association's fiscal year.

**Section 3. Decisions by Designated Representative of Owner.** Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote on behalf of the Owners if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration, the Articles of Incorporation of the Association, or these By-Laws.

**Section 4. Majority.** As used in these By-Laws, the Articles of Incorporation, and the Declaration, the term "majority" shall mean more than fifty percent (50%) of the votes of the Members of the Association in accordance with the votes as assigned in the Articles of Incorporation, these By-Laws, and the Declaration.

**Section 5. Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes of all of the Members of the Association shall constitute a quorum. The acts of Members having a majority of the total votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, the Articles of Incorporation, or these By-Laws.

**Section 5. Casting Votes.** Votes shall be cast in person or by proxy. Proxies must be signed by the Owner or designated representative entitled to cast the vote for the Unit, Residential Unit, or Residential Property and must be filed with the Secretary of the Association by the appointed time of the meeting or any adjournment thereof. In no event shall any proxy be valid for a period longer than one year after the date of the first meeting for which it was given. Every proxy shall be recoverable at any time at the pleasure of the Owner or designated representative executing it, and shall automatically cease upon sale by the Member of his Unit, Residential Unit, or Residential Property. For election of members of the Board of Directors, Owners of a Unit, Residential Unit, or Residential Property shall vote in person at a meeting of the Members or by a ballot that the owner, or in the case of multiple owners of a Unit, Residential Unit, or Residential Property, the designated representative entitled to cast the vote for the Unit, Residential Unit, or Residential Property, personally casts.

#### **ARTICLE IV MEMBERS' MEETINGS**

**Section 1. Annual Meeting.** The annual meeting of the Association shall be held on the first Wednesday of November of each year for the purpose of transacting business authorized to be transacted by the Members. Since the members of the Board of Directors are appointed by each Neighborhood Association, there shall be no election of members to the Board of Directors. If the first Wednesday of November is a legal holiday, the meeting shall be held on the next day that is not a legal holiday. The Board of Directors shall have the discretion to hold the annual meeting at any other time during the first two (2) weeks of November of each year which they may deem to be more convenient to the Members of the Association.

**Section 2. Location of Meetings.** Meetings of the Association shall be held at such place convenient to the Members as may be designated by the Board of Directors.

**Section 3. Calling of Special Meetings.** Special meetings of Members shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from Members entitled to cast a majority of the votes of the Members as reflected herein.

**Section 4. Notice.** Notice of any meetings shall be given to the Members by any officer of the Association or agent designated by the Board of Directors for the purpose of giving notice. Notice may be given to the Member either personally or by sending a copy of the notice through the mails, postage thereon fully

prepaid, to the address appearing on the books of the Association. The notice shall contain the time and place of the meeting and the purpose of the meeting. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting. Notice of meetings may be waived before or after meetings.

**Section 5. Failure to Reach Quorum.** If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either by proxy or in person, may adjourn the meeting from time to time until a quorum is present. In the event they are unable to obtain a quorum, upon scheduling and noticing a new meeting, the quorum requirement shall be one-half of the quorum requirements for the original meeting.

**Section 6. Minutes.** The Association shall maintain minutes of each meeting of the Membership and of the Board of Directors in a businesslike manner, and the minutes shall be kept in a book available for inspection by Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for seven (7) years, or such other period as required under applicable law.

**Section 7. Records of the Association.** The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of the plans, permits, warranties, and other items provided by any developer, contractor, builder or Approved Builder.
- (b) A copy of these By-Laws and of each amendment hereof.
- (c) A certified copy of the Articles of Incorporation and of each amendment thereto.
- (d) A copy of the current rules and regulations of the Association.
- (e) A book or books that contain the minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for the period identified in Section 6, above.
- (f) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.
- (g) All current insurance policies of the Association or a copy thereof.
- (h) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Owners have an obligation or responsibility.
- (i) Accounting records for the Association and separate accounting records for each residential unit, according to generally accepted accounting principles. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall be open to inspection by Owners or their authorized representatives at reasonable times.

## **ARTICLE V BOARD OF DIRECTORS**

**Section 1. Size of Board of Directors.** The affairs of the Association shall be managed by a Board of Directors. Each Condominium and Homeowners' Association shall appoint an equal number of members to the Board of Directors.

## **Section 2. Term of Board of Directors.**

(a) Members of the Board of Directors shall be appointed by each Neighborhood Association. Each Director shall be a Member of the Association.

(b) Vacancies on the Board of Directors shall be filled by the Neighborhood Association which appointed the Director who has vacated his office. Any such appointed Director shall hold office until his successor is appointed.

(c) Any Director may be removed with or without cause, by the Neighborhood Association which appointed the Director.

(d) All Directors shall serve for two years on staggered terms.

## **Section 3. DELETED.**

**Section 4. Regular Meetings of Board of Directors.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, facsimile, telecopy, or telegraph, at least three (3) days prior to the day named for such meeting. Meetings of the Board of Directors shall be open to all Owners and notices of meetings shall be posted in a conspicuous place on the Common Areas of the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

**Section 5. Special Meetings of Board of Directors.** Special meetings of the Board of Directors may be called by the President of the Association on three (3) days notice to each Director, given personally or by mail, telephone, facsimile, telecopy, or telegraph, which notice shall state the meeting time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least a majority of Directors. Notice of such special meetings shall be provided to Owners of a Residential Unit as provided herein.

**Section 6. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 7. Quorum at Meetings of Board of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until 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 signing and concurring the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

**Section 8. Action by Consent.** Any action which is required to or may 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 is

signed by all of the Directors and is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

**Section 9. Directors' Fees.** There shall be no fees paid to Directors, except that Directors shall be entitled to reimbursement of reasonable out-of-pocket costs authorized by the Board of Directors.

**Section 10. Powers and Duties of Board of Directors.** The Board of Directors shall have the powers and duties necessary for administration of the affairs of the Association and may do all such acts and things as are not by law or by the By-Laws directed to be done by the Members. In addition to the duties imposed by these By-Laws or by resolution of the Association, the Board of Directors will be responsible for the following:

- (a) To make and collect assessments against Owners to defray the costs, expenses, and losses of the Association.
- (b) To use the proceeds from the assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate those portions of the Property as provided in the Declaration.
- (d) To contract for the management and maintenance of the Property as is provided for the Declaration, and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of such areas of the Property as provided in the Declaration. The Association shall, however, retain at all times those powers and duties set out herein, in the Declaration and in the Articles of Incorporation.
- (e) To enforce by legal means, the provisions of the Declaration, Articles of Incorporation, these By-Laws, and the Rules and Regulations promulgated pursuant thereto.
- (f) To employ personnel to perform the services required for proper operation of the Property and the Association, and to supervise all such employees.
- (g) To purchase insurance for the protection of the Association and its Members, as defined in the Declaration, as well as liability insurance for the protection of the officers and directors of the Association if determined by the Board.
- (h) To make and amend reasonable rules and regulations respecting the use of the Property as defined in the Declaration.
- (i) To reconstruct the improvements on the Common Areas after casualty and to further improve the Property.

## **ARTICLE VI OFFICERS**

**Section 1. Officers.** The principal Officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and for the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any Director may hold two (2) or more offices, except that the President shall not also be the Secretary or Assistant Secretary.

**Section 2. Election of Officers.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of each new Board, and shall hold office at the discretion of the Board.

**Section 3. Removal of officer.** Upon an affirmative vote of a majority of the members of the Board of Directors, any Officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

**Section 4. President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and the Board of Directors. The President shall have all of the general 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/she may in his discretion decide is appropriate and to assist in the conduct of the affairs of the Association. The President shall also see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, contracts or other written instruments on behalf of the Association.

**Section 5. Vice President.** The Vice President shall perform all duties of the President in his/her absence or if the President is unable to perform such duties. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, record all votes, and record names and addresses of all Members of the Association. The Secretary shall keep such books and papers as the Board of Directors may direct, and he/she shall in general, perform all of the duties incident to the office of Secretary. The Secretary may also sign checks and execute agreements and contracts as permitted by the Board.

**Section 7. Treasurer.** The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association in accordance with good accounting principles. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## **ARTICLE VII INDEMNIFICATION**

**Section 1. Indemnification.** Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities including counsel fees reasonable incurred by or imposed upon him/her in connection with any proceeding whether civil, criminal, administrative, or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he/she may be a party or in which he/she may become involved by reason of his/her being or having been a Director or Officer of the Association, or having served at the Associations' request as a Director or Officer of any other corporation, whether or not he/she is a Director or officer at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters for gross negligence or willful misconduct in the performance of his/her duties, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

**Section 2. Expenses.** Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by determining that he or she is not to be indemnified by the Association as authorized by these By-Laws.

**Section 3. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another association or corporation, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of these By-Laws. The Association may purchase liability insurance on behalf of any person who is or was a Director or officer of the Association, insuring against any liability asserted against him or her and incurred by him or her in such capacity, or arising out of his or her status as such.

## **ARTICLE VIII BUDGET AND ASSESSMENTS**

**Section 1. Budget.** The Board of Directors shall adopt a yearly budget running from January 1 through December 31 of each year, which shall include the estimated funds required to defray the current expenses and shall provide funds for deferred maintenance, replacement reserves, and betterment.

(a) Current expenses shall include, but not be limited to:

(i) Professional and management fees and expenses;

(ii) Expenses of any utility service or refuse collection not individually billed to each Residential Unit or Residential Property:

(iii) Administration, operation, salaries and out-of-pocket expenses of the Association.

(iv) Expenses of maintenance and repair of Common Areas and as otherwise provided in the Declaration.

(v) Any other current expenses necessary or desirable, in the judgment of the Association, to keep the Property, as defined in the Declaration, neat and attractive or to preserve or enhance the value of the Property, as defined in the Declaration, or to eliminate fire, health, or safety hazards, or, which in the judgment of the Association, may be of general benefit to the Owners, or which is required by the Declaration to be done by the Association.

(b) Deferred maintenance reserves shall include those maintenance items that occur less frequent than annually.

(c) Replacement reserves shall include funds for repair or replacement required because of damage, depreciation, or obsolescence.

(d) Betterment shall include funds for capital expenditures for additional improvements to the Common Areas, provided, however, that in the expenditures made from this fund, no sum shall be expended for a single item or for a single person without approval of a majority of the votes of the Members present at a meeting of the Association which was properly noticed and included in its notice the expenditure as an item to be considered by the membership at the meeting.



**Section 2. Annual Assessments.** Annual Assessments against the Residential Unit Owners for their shares of the items of the budget shall be made in advance on or before January 1 of the year for which the assessments are made. Such assessments shall be due on January 1 of the assessment year and shall be paid quarterly, in advance on or before each January 1, April 1, July 1, and October 1. Assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The amount paid to the Association pursuant to the Maintenance Agreement shall be applied to satisfy the purposes for which assessments are levied pursuant to the Declaration. If annual assessments are not made as required, the last prior annual assessment and quarterly payments thereon shall be due in advance until changed by an amended assessment. The initial assessment shall be as provided in the Declaration.

**Section 3. Default in Paying Assessment.** Default in paying assessments shall be handled as stated in the Declaration.

**Section 4. Depository.** The depository of the Association shall be such bank or banks and/or such savings and loan association(s) as shall be designated from time to time by the Board of Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks or other withdrawal procedure signed or authorized by such persons as provided by the Board of Directors.

**Section 5. Fidelity Bonds.** Fidelity Bonds in an amount as determined by the Board of Directors shall be obtained by the Board of Directors for all Officers, employees, and members of the Board of Directors and all other persons who control or disburse the funds of the Association or administered by the Association, and for all other persons handling or responsible for funds of or administered by the Association. The premiums on such bonds shall be paid by the Association.

IN WITNESS WHEREOF, the President and Secretary of the Association hereunto affixed their signatures on this \_\_\_\_\_ day of December, 2009.

**Witnesses:**

**Magnolia Pointe Master Homeowners' Association, Inc.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_, President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_, Secretary

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2009 by \_\_\_\_\_, President and \_\_\_\_\_, Secretary of Magnolia Pointe Master Homeowners' Association, Inc. They [ ] are personally known to me or [ ] produced Florida drivers' licenses as identification.

(SEAL)

\_\_\_\_\_  
Notary Public