

BY-LAWS  
OF  
INDIGO PINES CONDOMINIUMS MANAGEMENT ASSOCIATION, INC.  
A CORPORATION NOT FOR PROFIT  
UNDER THE LAWS OF THE STATE OF FLORIDA

1. Identity. These are the By-Laws of Indigo Pines Condominiums Management Association, Inc., hereinafter Association, a corporation not for profit under the laws of the state of Florida, organized to provide an entity pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter Condominium Act, for the purposes and with the powers described in its Articles of Incorporation and with the powers described herein.

1.1 Office. The principal office of the Association shall be at 100 Bent Tree Drive, Daytona Beach, Florida 32104, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors

2. Members.

2.1 The members of the Association shall consist of all Unit Owners of Condominium Parcels in Indigo Pines Condominiums. No person holding any lien, mortgage or other encumbrance upon any Condominium Parcel shall by virtue of such lien, mortgage or other encumbrance be a member of the Association, except if such person acquires record title to a Condominium Parcel pursuant to foreclosure or any proceeding in lieu of foreclosure in which cases such person shall be a member upon acquisition of record title to a Condominium Parcel.

2.2 Membership shall be acquired by recording in the Public Records of Volusia County, Florida, a deed or other instrument establishing record title to a Condominium Parcel in Indigo Pines Condominiums, and the membership of the prior owner being thereby terminated, provided, however, any person who owns more than one Condominium Parcel shall remain a member of the Association so long as record title is retained to any Condominium Parcel

2.3 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 Condominium Parcel.

3. Members Meetings.

3.1 Annual Meeting. The annual meeting of the members shall be held at a place named in the notice on the first Saturday of February each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

3.2 Special Meetings. Special meetings of the members shall be held whenever called by majority of the Board of Directors and must be called by the Board of Directors upon receipt of a written request from a majority of the members entitled to vote at an Association meeting, except as otherwise provided in the Declaration, the Articles of Incorporation and these By-Laws for special meetings to consider amendments, and accept as otherwise provided in the Condominium Act.

3.3 Notice. Notice of all members meetings stating the time and place and the object for which the meeting is called shall be given by the secretary unless waived in writing. Such notice shall be given in writing to each member at his address as it appears on the books of the Association and shall be mailed by regular mail, not less than twenty (20) nor more than thirty-five (35) days prior to the date of

the meeting. For proof of such mailing, the person providing the notice shall execute an affidavit certifying that the notice required by these By-Laws has been made. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the Condominium Property not less than fourteen (14) days in advance of such meeting.

3.4 Quorum. A quorum at members meetings shall consist of a majority of the members entitled to vote. The acts approved by the majority of those present at the 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 Condominium Act, the Declaration, the Articles of Incorporation of the Association, or these By-Laws.

3.5 Voting.

- a. There shall be one vote for each Condominium Parcel.
- b. If a condominium Parcel is owned by one member, he shall cast the vote of the Condominium Parcel. If any Condominium Parcel is owned by more than one member, the member entitled to cast the vote for the Condominium Parcel shall be designated by a certificate signed by all of the Unit Owner of the Condominium Parcel, which certificate shall be filed with the secretary of the Association. If the Condominium Parcel is owned by a member which is a corporation, the party entitled to cast the vote for the Condominium Parcel shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium Parcel concerned. A certificate designating the member entitled to cast the vote of the Condominium Parcel may be revoked by any Unit Owner of the Condominium Parcel. If such certificate is not on file, the vote of such members shall not be considered in determining the requirements for a quorum nor for any other purpose.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any member entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the secretary before the appointed time of the meeting.

3.7 Adjourned Meetings. If any meeting of the members cannot be organized 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 until a quorum is present.

3.8 Order of Business. The order of business at annual members meetings and as far as practiced at other members meetings shall be:

- a. Calling of the roll and certifying of proxies.
- b. Proof of Notice of Meeting or Waiver of Notice.
- c. Reading and dispersal of any unapproved minutes.
- d. Reports of Officers.
- e. Reports of Committees
- f. Appointment of Inspectors of Election.
- g. Election of Directors.
- h. Unfinished Business.
- i. New Business.
- j. Adjournment.

3.9 Minutes. Minutes of all meetings of members shall be kept in a business-like manner and shall be available for inspection by members or their authorized representatives and by board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years.

4. Directors.

4.1 Membership. Except for the initial Board of Directors, as provided in the Articles of Incorporation of the Association, all members of the Board of Directors shall be members of the Association.

4.2 Election of the Directors. Election of the directors shall be conducted in the following manner, subject, however, to the provision of Subsections (1) and (2) of Section 301 of the Condominium Act:

a. Election of directors shall be held at the annual meeting of the members, except as otherwise provided below.]

b. The nomination of candidates to the Board of Directors shall be made by the members from the floor subsequent to the appointment of inspectors of election.

c. The election shall be by ballot. All members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of members. In the election of directors, each member shall have as many votes for directors as there are directors to be elected provided, however, that no member may cast more than one vote for any person nominated as a director, it being the intent hereof that voting for directors shall be non-cumulative

d. Except as the vacancies created by removal of directors by members pursuant to the Condominium Act, vacancies in the Board of Directors occurring between annual meeting of members shall be filled at a meeting of the Board of Directors by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors. Any director elected to fill a vacancy in whose position he was elected to fill.

4.3 Transfer of Control. The first election of members of the board of Directors by members of the Association shall take place within sixty (60) days of the date that unit owners other than the Developer own fifteen percent (15%) or more units in the Condominium. At such meeting the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Associations Board of Directors.

Unit owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Directors in the number and in the manner provided in Section 718.301, Florida Statutes, provided, however, in any event, Developer shall transfer control of the association to the Unit Owners no later than the earlier of the following events:

a. Four (4) months after seventy-five percent (75%) of the units in the project have been conveyed to Purchasers; or

b. Three (3) years following conveyance of the first unit to a Purchaser.

As used in the preceding Sentence, the term "control" means the right of the Developer 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.

4.4 Term. Except for the initial Board of Directors, as provided in the Articles of Incorporation of the Association, the term of each director's service shall extend until the next annual meeting of members.

4.5 Organization Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

4.6 Regular Meetings. 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 shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

4.7 Special Meetings. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of a majority of the directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.8 Waiver of Notice. 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.

4.9 Quorum. At directors meetings a quorum shall consist of a majority of the entire board of directors. The acts approved by a majority of these present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of directors is required by the Condominium Act, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

4.10 Adjourned Meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

4.11 Presiding officer. The presiding officer of the directors meeting shall be the president of the Association. In the absence of the president, the directors present shall designate one of their number to preside.

4.12 Directors' fees. Directors shall serve without compensation.

4.13 Minutes. Minutes of all meetings of directors shall be kept in a business-like manner and shall be available for inspection by members or their authorized representatives and by board members at all reasonable times. The Association shall retain these minutes for a period of no less than seven (7) years.

4.14 Open meetings. Meetings of the Board of Directors shall be open to all members and notice of meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of the meeting, except in an emergency.

5. Powers and Duties of the Board of Directors. The powers and duties of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation of the Association and these By-Laws shall be exercised by the Board of Directors, its agents, contractors or employees, subject only to approval by members here such approval is specifically required.

## 6. Officers.

6.1 Officers and Elections. The officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer and a secretary all of whom shall be elected annually by the Board of Directors at their organization meeting, except for the initial officers, who shall serve as provided in the Articles of Incorporation of the Association. There may also be such assistant

secretaries and assistant treasurers as the Board of Directors may from time to time determine. Any person may hold two or more offices except that the same person shall not hold the office of president and vice president, nor shall the president or vice president also be a secretary or assistant secretary. Any officer may be removed peremptorily by a vote of a majority of the directors present at any duly constituted meeting.

6.2 President. The president shall be the chief executive officer of the association. He shall have all of the powers and duties usually vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the members from time to time, as he, in his sole discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

6.3 Vice president. The vice president shall in the absence of disability of the president exercise the powers and perform the duties of the president. He shall also assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of notice to the members and directors and other notice required by law. He shall have custody of the seal of the Association and affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of the corporation and as may be required by the directors or the president. The assistant secretary, if any shall perform the duties of the secretary when the secretary is absent and shall otherwise assist the secretary.

6.5 Treasurer. The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the association in accordance with good accounting practices, and he shall perform all other duties incident to the office of a treasurer. The assistant treasurer, if any, shall perform the duties of the treasurer when the treasurer is absent, and shall otherwise assist the treasurer.

6.6 Compensation. The compensation, if any, of all officers of the Association shall be fixed by the Board of Directors, provided however, that the initial officers, as provided in the Articles of Incorporation of the Association, shall not be entitled to any compensation. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board of Directors shall determine, nor shall anything herein be construed so as to preclude the Board of Directors from contracting with a director or officer or with any corporation in which a director or officer of the Association may be a stockholder, officer, director or employee, for services related to the operation of the Condominium or the Association, for such compensation as shall be mutually agreed between the Board of Directors and such officer or director.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation of the Association shall be supplemented by the following provisions.

7.1 Budget.

a. Adoption of budget by Board of Directors. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds, including a reasonable allowance for contingencies, required to defray the Common Expenses, and which shall include estimated funds for capital replacements. The funds allocated for capital replacements shall be collected and maintained as a special fund for capital replacements. The amounts collected and allocated to the special fund for capital

replacements from time to time shall be maintained in a separate account by the association although nothing contained herein shall limit the Association from applying any monies in such special fund for capital replacements to meet other needs or requirements of the Association. Amounts collected for the special fund for capital replacements shall be maintained in the bank account separate and apart from other association funds and shall be considered contributions to Association capital by members.

1) Notice of Meeting. A copy of the proposed annual budget shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of the meeting indicating the time and place of such meeting.

b. Adoption of Budget by Unit Owners. If a budget is adopted by the Board of Directors which required assessment against the such assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, the Board of Directors shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days written notice to each Unit Owner. At such meeting, the Unit Owners shall consider a budget which, to be adopted, shall require a vote of not less than a majority vote of all Unit Owners. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the Condominium Property shall be excluded for the computation.

7.2 Assessments. Assessments against the Unit Owners for their share of budgeted Common Expenses shall be made for the calendar year annually in advance on or before December 20<sup>th</sup> preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessments, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency. Any surplus remaining from the prior year assessment shall be used to reduce the assessment for the forthcoming year.

7.3 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors. The Association shall maintain at least two bank accounts, the annual operating account and the special fund for capital replacements account.

7.4 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons who are handling or responsible for Association funds including a management agent that handles funds for the Association and the principal amount of such bonds shall not be less than the greater of (1) \$10,000.00 for each such person, or (2) a sum equal to three months assessments on all units in the project, plus the Association's reserve funds. The bonds must include a provision that calls for ten (10)

days written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason. This same notice must be given to any mortgagee or servicer that services a FNMA owned mortgage in the Project.

7.5 Fiscal Year. The fiscal year of the Association shall be the calendar year, provided, however, that the Board of Directors is expressly authorized to change to 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 of Directors deem advisable.

7.6 Summary. A written summary of the accounting records of the Association shall be supplied at least annually to Unit Owners or their authorized representatives.

7.7 Books. The Association shall maintain a record of all Association receipts and expenditures, as well as an assessment role in a set of accounting books in which there shall be an account for each member. Each account shall designate the name and address of the member, the dates and amounts in which assessments became due, the amounts paid upon the account and the balance due upon assessments.

8. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration, the Articles of Incorporation of the Association and these By-Laws.

9. Amendments. Except as otherwise provided in this Paragraph 9, Amendments to these By-Laws shall be proposed and adopted in the following manner:

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

9.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors of the Association or by the members of the Association entitled to vote at an Association meeting. Such members may propose such an amendment by instrument in writing directed to the president or secretary of the Association signed by a majority of such members. Amendments may be proposed by the Board of Directors by action of a majority of the Board of Directors at any regular or special meeting thereof. Upon an amendment being proposed as herein provided, the secretary of the Association shall call a special meeting of the members of the Association to be held not sooner than twenty (20) days nor later than sixty (60) days thereafter for the purpose of considering such amendment. Such amendment must be approved by the affirmative vote of sixty percent (60%) of a total number of Association members entitled to vote.

9.3 Amendments Prior to Transfer of Control of Association. Notwithstanding the provisions of Paragraph 9.2 hereof, until the first election of the members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation of the Association and these By-Laws, proposal of an amendment and approval thereof shall require only the affirmative vote of all the directors at any regular or special meeting thereof.

9.4 Execution and Recording. Each amendment shall be executed by the president of the Association and certified by the secretary and, to be effective, it and an amendment to the Declaration shall be recorded in the Public Records of Volusia County, Florida.

10. Information. The Association shall make available to the members, lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, Rules and Regulations of the Association 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. Any holder of a mortgage on a Unit is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

11. Contracts. The Association, prior to passage of control from the Developer on the Directors elected by the members, shall not be 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 ninety (90) days notice to the other party.

12. Lenders Notices. Upon written request to the Association identifying the names and addresses of the holder of any mortgage encumbering a unit, or any insurer or guarantor of such mortgage, and the unit number and 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 sixty (60) day delinquency in the payment of assessments or charges owed by the owner of the 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 holder.

13. Conflicts. In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control, and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

THIS IS TO CERTIFY that the foregoing were duly adopted as the By-Laws of the Indigo Pines Condominiums Management Association, Inc., a Florida corporation not for profit, at the first meeting of the Board of Directors held on May 21, 1987.

**PLEASE REFERENCE ORIGINAL DOCUMENT FOR SIGNATURES.**