

INDEX
TO BY-LAWS
OF

HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC.

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BY-LAWS

OF

HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC.

1. IDENTITY

These are the By-Laws of the HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 2nd day of July, 1986. The HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., hereinafter called the Association, has been organized for the purpose of administering the operation and management of HARBOR ISLES, A CONDOMINIUM, a condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

SEE SHEET 5 OF EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE.

A. The provisions of these By-Laws are applicable to said condominium, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium which will be recorded in the Public Records of Brevard County, Florida, at the time said property and improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

B. All present and future owners, tenants, future tenants, or their employees, or any other person that might use said condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and the Declaration of Condominium.

C. The mere acquisition or rental of any of the family units hereinafter referred to as "units" of the project or the mere act of occupancy of any said units will signify that these By-Laws, Charter provisions, and regulations in the Declaration are accepted, ratified and will be complied with.

D. The fiscal year of the Association shall be the calendar year.

E. The seal of the Association shall bear the name of the Association, the word "Florida", the words "a corporation not for profit," and the year "1986", an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

B. A quorum of membership meetings shall consist of persons entitled to cast a majority of the voting interests of the entire membership of the Association. The joining of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of concurring, but not for the purpose of determining a quorum.

C. The vote of the owners of an apartment unit owned by more than one (1) person or by a corporation, partnership or other entity shall be cast by the person named in the voting certificate signed by all of the owners of the apartment unit filed with the Secretary of the Association, and such voting certificate shall be valid until revoked by a subsequent voting certificate. If such voting certificate is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirements for a quorum, nor for any other purpose.

D. Votes may be cast in person or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article IV of the Articles of Incorporation. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. Proxies must be filed with the Secretary before the appointed time of the meeting.

E. Approval or disapproval by an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if at an Association meeting.

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the voting interests represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

G. "Voting interest" means the voting rights distributed to the Association members pursuant to Section 718.104(4)(i), Florida Statutes.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The annual membership meeting shall be held at the office of the Association at 7 p.m., Eastern Standard Time, on the first Tuesday in August of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

B. Special membership meetings shall be held whenever called by the President or by a majority of the Board of Administration, and must be called by officers upon receipt of a written request from members of the Association owning a majority of the voting interests of the membership. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

C. Notice of all membership meetings, regular or special, shall be given by the President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers. Written notice shall be given to each unit owner at least fourteen (14) days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand-delivered in accordance with this provision, to each unit owner at the address last furnished to the Association. Any

approval by unit owners called for by the Florida Condominium Act, or the applicable declaration or by-laws, including, but not limited to, the approval requirement in Section 718.111(8), Florida Statutes, shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of this chapter or the applicable condominium documents relating to unit owner decision-making except that unit owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed as set forth below in these By-Laws or any Florida Statute which provides for the unit owner action. Unit owners may waive notice of specific meetings as set forth below in these By-Laws, or any Florida Statute.

Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because the quorum has not attended, or because a greater percentage of the membership to constitute a quorum may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of voting interest required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, By-Laws and Articles of Incorporation of this condominium.

D. At membership meetings, the President shall preside, or in his absence, the Vice President shall preside, or in his absence the membership shall elect a chairman.

E. The order of business at annual membership meetings and, as far as practical at any other membership meetings, shall be:

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Appointment of Chairman of Inspectors of Election.
- (7) Election of Directors.
- (8) Unfinished business.
- (9) New business.
- (10) Adjournment.

F. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Administration.

G. Minutes of all meetings of unit owners and Board of Administration shall be kept in a business-like manner and shall be available for inspection by unit owners and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF ADMINISTRATION AND OFFICERS

A. The Board of Administration shall consist of three (3) directors until turnover of control of the Association by the Developer at which time it shall increase to five (5) directors. Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one (1) year or until his successor is duly elected.

Any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of the voting interests. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten (10%) percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Administration shall turn over to the board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Administration shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described in subparagraph (3).

(3) If the board determines not to certify the written agreement to recall a member or members of the board, or if the recall by a vote at a meeting is disputed, the board shall, within seventy-two (72) hours, file with the Division of Land Sales, Condominiums and Mobile Homes, a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this Article, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the board, the recall shall be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the units in the condominium operated by the Association.

B. Election of directors shall be conducted in the following manner:

(1) Each member of the board of Administration shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Administration may be filled until the date of the next annual meeting by a majority vote of the remaining directors.

C. The organizational meeting of a newly elected Board of Administration shall be held within ten (10) days of their election, at such time and 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.

D. The officers of the Association shall be elected annually by the Board of Administration. Any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Administration, or any special meeting of the Board called for such purpose.

E. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived. These meetings shall be open to all unit owners and notice of the meeting shall be posted conspicuously on the condominium property forty-eight (48) hours in advance, except in an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

F. Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of three (3) directors. 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. Notice to unit owners shall be given in accordance with subparagraph E above.

G. 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 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 directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting. Notice to unit owners shall be given in accordance with subparagraph E above.

H. Any director of the Association who is present at a meeting of its board at which action is taken on any corporate matter shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

I. A quorum of 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 the meeting at which a quorum is present shall constitute the act of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage has not attended, whenever the latter percentage of attendance may be required, the directors who are present may adjourn the meeting from time to time until a quorum or the required percentage 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 signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of concurring, but not for the purpose of determining a quorum.

J. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice President shall preside.

K. The directors' fees, if any, shall be determined by the members.

L. All of the powers and duties of the Association shall be exercised by the Board of Administration, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(1) 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 the exercise of the powers and duties granted unto the Association. Said assessments shall be made against units no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all unpaid operating expenses previously incurred.

(2) The maintenance, repair, replacement, operation and management of the condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.

(3) The reconstruction of improvements after casualty, and further improvement of the property, real and personal.

(4) To make and amend regulations governing the use of the property, real and personal, and the common elements of the condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms

of the Declaration of Condominium.

(5) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment 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 of Condominium.

(6) To contract for the maintenance and management of the condominium 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 the records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

(7) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and any regulations hereinafter promulgated governing use of the property in the condominium.

(8) To pay all assessments and taxes which are liens against any part of the condominium other than apartment units and the appurtenances thereto, and to assess the same against the members and their respective apartment units subject to such liens.

(9) To carry insurance for the protection of the members and the Association against casualty and liability.

(a) The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

(b) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installation or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceiling of the individual units initially installed or replacements thereof, or like kind or quality in accordance with the original plans and specifications or as existed at the time the unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

(10) To pay all costs of power, water, sewer and other utility services rendered to the condominium and not billed to the owners of the separate apartment units.

(11) To employ personnel to perform the services required for proper administration of the Association.

(12) To approve leases or other transfers of a unit other than sales or mortgage of a unit and to charge a fee for such approval. Any such fee may be preset, but in no event shall exceed fifty (\$50.00) dollars. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.

(13) Internal disputes arising from the operation of the condominium among unit owners, associations, and their agents and assigns shall be submitted to voluntary binding arbitration.

M. The undertakings and contracts authorized by the said first Board of Administration shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Administration duly elected by the membership.

5. OFFICERS

A. The principal officers of the Association shall be a President, a Secretary and a Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Administration may deem necessary.

B. The President shall be the chief officer of the Association. He shall preside at all meetings of the Association and of the Board of Administration. He 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 owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Administration.

D. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and service of all notices to the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, its administration and salaries.

E. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

F. The compensation of employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Administration from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

6. FISCAL MANAGEMENT

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

A. The Association shall maintain accounting records for each condominium it manages in the county where the condominium is located, according to good accounting practices. The records shall be open for inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each unit designating the name and current address of the unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

B. The Board of Administration shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance and operation of the common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Administration shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget.

originally adopted if it shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classification, including, if applicable, but not limited to those expenses listed in Section 718.504(20), Florida Statutes. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This paragraph shall not apply to budgets in which the members of the Association have by a majority of the voting interests of the Association at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this paragraph. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget shall go into effect.

C. 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 check signed by such person or persons as are authorized by the Directors.

D. An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

E. Fidelity bonds shall be required of all directors and officers of the Association and from any contractor who controls or disburses Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least \$10,000.00 for each officer, director, or contractor. The premiums on such bonds shall be paid by the Association.

F. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of such assessments for the preceding year, the Board, upon written application of ten (10%) percent of the voting interests to the Board, 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 the special meeting, unit owners shall consider and adopt a budget by a vote of not less than a majority of the voting interests. If the proposed budget exceeds one hundred fifteen (115%) percent of such assessments for the prior year, the Board of Administration may submit the proposed budget to the unit owners at a meeting of members or in writing, and if the proposed budget is approved by a majority of the voting interests in writing, the budget shall be adopted. If the proposed budget does not exceed one hundred fifteen (115%) percent of such assessments for the prior year then the board shall adopt the budget without the approval of the membership. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Administration shall go into effect as scheduled. In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium Association which are not anticipated to be incurred on a regular basis, or assessments for betterment to the condominium property shall be excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration, the board shall not impose an assessment for a year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar year's assessment without approval of a majority of the voting interests.

G. Within sixty (60) days following the end of the fiscal or calendar year, or annually on such date as is otherwise provided in the By-Laws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipt by accounts and receipt classifications, and shall show the amounts of expenses by accounts and expenses classifications, including, if applicable, but not limited to, the following:

- (1) Cost for security.
- (2) Professional and management fees and expenses.
- (3) Taxes.
- (4) Cost for recreation facilities.
- (5) Expenses for refuse collection and utility services.
- (6) Expenses for lawn care.
- (7) Cost for building maintenance and repair.
- (8) Insurance costs.
- (9) Administrative and salary expenses.
- (10) General reserves, maintenance reserves and depreciation reserves.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

A. Amendments to these By-Laws may be proposed by the Board of Administration of the Association acting upon the vote of a majority of the Directors, or by ten (10%) percent of the voting interests of the Association, whether meeting as members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these By-Laws being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Administration of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give 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.

C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board of Administration and by an affirmative vote of the members owning a majority of the voting interests in the condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law . . . for present text." Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members. No amendment to the By-Laws is valid unless recorded with identification on the first page thereof of the book and page of the Public

Records of Brevard County, Florida. Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

D. At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

THE UNDERSIGNED, being the Secretary of HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of said Association at a meeting held for such purpose on the 15th day of July, 19 86.


SECRETARY

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CLERK OF DISTRICT COURT
BREVARD COUNTY, FLORIDA

1987
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This instrument prepared by:
MICHAEL M. M. WALLIS, ESQUIRE
MOSLEY, JACOBUS & WALLIS, P.A.
P. O. Box 1210
Melbourne, Florida 32902-1210

AMENDMENT TO BY-LAWS OF
HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC.

HARBOR ISLES DEVELOPMENT CORPORATION, a Florida corporation, and HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., a Florida corporation, pursuant to the authority contained in the Florida Condominium Act and the Declaration of Condominium and By-Laws of HARBOR ISLES, A CONDOMINIUM, as recorded in Official Records Book 2731, Page 0574, and as amended in Official Records Book 2801, Page 1568, of the Public Records of Brevard County, Florida, hereby amends Section 1D of the By-Laws of HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., as follows:

D. The fiscal year of the Association shall be the calendar year October 1st through September 30th.

HARBOR ISLES DEVELOPMENT CORPORATION and HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC. further amends the By-Laws by amending Section 3A as follows:

The annual membership meeting shall be held at the office of the Association at 7 p.m., Eastern Standard Time, on the first Tuesday in August November 30th of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

HARBOR ISLES DEVELOPMENT CORPORATION and HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC. further amends the By-Laws of HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC. by amending Section 6D as follows:

An audit A financial review of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than May 1 November 30th of the year following the year for which the report is made.

IN WITNESS WHEREOF, the above-stated Developer and Condominium Association have caused these presents to be signed and sealed as of the 19 day of August, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Michael M. Wallis
Rosal M. Kelly

HARBOR ISLES DEVELOPMENT CORPORATION,
a Florida corporation

By: Morris A. Rowe
MORRIS A. ROWE, President

Attest: Dorothy E. Adams
DOROTHY E. ADAMS, Secretary

401841

87 SEP 14 PM 2:15

HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC.

THE UNDERSIGNED Officers of the HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., the not-for-profit Florida corporation organized and existing to operate and maintain HARBOR ISLES, a Condominium, according to the Declaration of Condominium thereof, as originally recorded in O.R. Book 2731, Page 0575, et. seq., Public Records of Brevard County, Florida, as amended, hereby certify and confirm that the following amendment to the Declaration, and to the Bylaws which were originally recorded at O.R. Book 2731, Page 0652, et. seq., of the Public Records of Brevard County, Florida, were approved at the annual membership meeting held November 30, 2006, by not less than sixty-seven percent (67%) of the Association membership present (in person or by proxy) and voting in favor of the proposed Declaration amendment. The undersigned certify that the amendment was proposed and adopted in accordance with the condominium documents, and applicable law.

Additions indicated by underlining
Deletions indicated by ~~strike-through~~
Unaffected, omitted, language indicated by ...

CFN 2007011645, OR BK 5739 Page 4372,
Recorded 01/12/2007 at 04:11 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:2

ARTICLE XII

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations, or improvements (in excess of the usual items of maintenance), and the making of such approval of a majority of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense. The association will permit the installation of storm shutters or permanent glass enclosures by individual owners if is uniform in appearance and the exterior face color is white and in harmony with the exterior scheme of the condominium and is within the interior boundaries of the terrace, balcony or patio area. All shutters installed or replaced after December 1, 2006 on exterior boundaries of windows and doors, on limited common property, shall have white slats and all other parts and mechanisms shall be blue, matching the existing condominium blue color scheme. All shutters shall have horizontal roll down slats. Any installation under this section is subject to prior approval by the Board of Directors.

This Instrument Prepared By
MARLENE L. KIRTLAND, ESQ.
Becker & Pollakoff, P.A.
2500 Maitland Center Parkway, Suite 209
Maitland, FL 32751

E
A

(The remainder of the Declaration is unchanged.)

Executed this 5th day of January 2007

Signed, sealed and delivered
in the presence of witnesses:

HARBOR ISLES CONDOMINIUM
ASSOCIATION OF BREVARD, INC.

Marilyn A. Rigerman
Print Marilyn A Rigerman

By: John E Lindsey
Print JOHN E LINDSEY
President

Kathleen Solomon
Print KATHLEEN SOLOMON

Address 580 S. BREVARD AVE # 843
COCOA BEACH, FL 32931

Katleen Solomon
Print Katleen Solomon

Address 630 S. BREVARO AVE #1126
COCOA BEACH, FL 32931

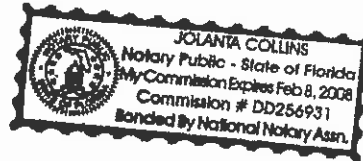
STATE OF FLORIDA)
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, personally appeared John E. Lindsey and Armand Gaudreault, to me personally known to be the President and Secretary, respectively, of HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., or having produced N/A as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 5th day of January, 2007.

Jolanta Collins
Notary Public, State of Florida at Large.
Printed Name: Jolanta Collins
My commission expires:

ORL DD 942388-1



CERTIFICATE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
OF
HARBOR ISLES, a CONDOMINIUM

And to
BYLAWS
OF



CFN:2005049424 02-14-2005 09:10 am
OR Book/Page: 5421 / 7561

HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC.

THE UNDERSIGNED Officers of the HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., the not-for-profit Florida corporation organized and existing to operate and maintain HARBOR ISLES, a Condominium, according to the Declaration of Condominium thereof, as originally recorded in O.R. Book 2731, Page 0575, et. seq., Public Records of Brevard County, Florida, as amended, hereby certify and confirm that the following amendment to the Declaration, and to the Bylaws which were originally recorded at O.R. Book 2731, Page 0652, et. seq., of the Public Records of Brevard County, Florida, were approved at the annual membership meeting held November 30, 2004, by not less than sixty-seven percent (67%) of the Association membership present (in person or by proxy) and voting in favor of the proposed Declaration amendment, and by not less than a majority of the entire Board of Directors and a majority of the entire Association membership voting in favor of the proposed Bylaw amendment. The undersigned certify that the amendment was proposed and adopted in accordance with the condominium documents, and applicable law.

Additions indicated by underlining
Deletions indicated by strike-through
Unaffected, omitted, language indicated by ...

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mfg: 0.00 Int Tax: 0.00

DECLARATION

X

USE RESTRICTIONS

...

B. The apartment may be rented provided the occupancy is only by one (1) lessee (hereinafter, "tenant") and members of his immediate family and guests. Leasing of apartments for a period of less than ninety (90) days is prohibited. No apartment shall be leased for more than two (2) such periods in any calendar year provided that, no owner, other than the Association, shall enter into a lease, rental agreement or other similar conveyance or use of an apartment during the first year of ownership of the apartment. No rooms may be rented and no transient tenants may be

This Instrument Prepared By:
C. JOHN CHRISTENSEN, ESQ.
Becker & Pollakoff, P.A.
2500 Mainland Center Parkway, Suite 209
Maitland, FL 32751

accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. Subleasing of apartments is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, including the following provisions. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy an apartment as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and his or her spouse, if any, and all proposed occupants of an apartment, as a condition for approval. All leases shall be on a uniform form of lease, or lease addendum, if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease, or addendum, and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the apartment owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The apartment owner shall have the duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the apartment owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the apartment owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation, the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the apartment owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the apartment owner, which shall be secured by a continuing lien in the same manner as assessment Charges.

...

(The remainder of the Declaration is unchanged.)



CFN:2005049424

OR Book/Page: 5421 / 7562

BYLAWS

4. BOARD OF ADMINISTRATION AND OFFICERS

A. The Board of Administration shall consist of ~~three (3) directors until turnover of control of the Association by the Developer at which time it shall increase to five (5) directors.~~ Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one (1) year until the 2005 annual meeting, at which meeting the two (2) elected directors receiving the fewest number of votes shall serve for one-year terms, and the remaining three (3) elected directors shall serve for two-year terms. At subsequent annual meetings after 2005, directors shall be elected for two (2) year terms, in a staggered fashion to result in the election of approximately one-half of the Board each year; provided that, the Board, at a duly convened Board meeting occurring at least sixty (60)

days prior to the annual election of directors, may establish a term of one (1) or two (2) years in regard to directorship(s) to be filled at such annual election in order to preserve the proper staggering of the election of directors. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law, or until his successor is duly elected.

(The remainder of the Bylaws is unchanged.)

Executed this 27 day of January, 2005.



CFN:2005049424
OR Book/Page: 5421 / 7563

Signed, sealed and delivered in the presence of witnesses:

HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC.

Laurel Morris
Print LAUREL MORRIS

By: Armand H. Gaudreault
Print ARMAND H. GAUDREAU
President

Marilyn A. Rigerman
Print MARYLYN A. RIGERMAN

Address 630 S. BREVARD AVE #136
COSEA BEACH, FL 32931

ATTEST:

Laurel Morris
Print LAUREL MORRIS

By: Charles A. Parsitt
Print CHARLES A. PARSITT
Secretary

Marilyn A. Rigerman
Print MARYLYN A. RIGERMAN

Address 540 S. BREVARD AVE. #411
COSEA BEACH, FL 32931

(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF Brevard)

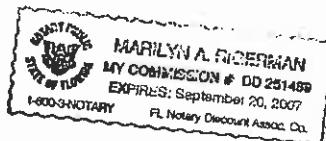
BEFORE ME, the undersigned authority, personally appeared Armand H. Gaudreault and Charles A. Parsitt, to me personally known to be the President and Secretary, respectively, of HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., or having produced Armand H. Gaudreault as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 27 day of January, 2005.

Marilyn A. Rigerman
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires: _____

155695_1.DOC

Order of Polial of PA
2500 Maitland Ctrc Pkwy
Ste 209
Maitland, FL 32751



CERTIFICATE OF AMENDMENT

TO
BYLAWS
OF

HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC

THIS UNDERSIGNED Officers of the HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC, the not-for-profit Florida corporation organized and existing to operate and maintain HARBOR ISLES, a Condominium, according to the Declaration of Condominium thereof, as originally recorded in O.R. Book 2731, Page 0575, et. seq., Public Records of Brevard County, Florida, as amended, hereby certify and confirm that the following amendment to the Bylaws which were originally recorded at O.R. Book 2731, Page 0652, et. seq., of the Public Records of Brevard County, Florida, were approved at the annual membership meeting held November 19, 2007, by not less than a majority of the entire Board of Directors and a majority of the entire Association membership voting in favor of the proposed Bylaw amendment. The undersigned certify that the amendment was proposed and adopted in accordance with the condominium documents, and applicable law.

Additional indicated by underlining
Deletions indicated by strike-through
Unaffected, omitted, language indicated by -

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP
BYLAWS

A. The annual membership meeting shall be held at the office of the Association at 7:00 p.m., Local Eastern Standard Time, on the third Monday in November 30th of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if it is not feasible to meet on that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Monday Tuesday.

(The remainder of the Bylaws is unchanged.)
Executed this 18th day of August, 2008.

Signed, sealed and delivered
in the presence of witnesses:

Print Name: Armando M. Peora
Print Name: Armando M. Peora

HARBOR ISLES CONDOMINIUM
ASSOCIATION OF BREVARD, INC.
BY: *[Signature]*
Print Name: David A. Sackman
President
Address: 570 S. BOENWALD AVE #122
Cocoa Beach, FL 32931

ATTEST:

Marilyn A. Rigerman
Print Marilyn A. Rigerman

Amanda M. Pearce
Print Amanda M. Pearce

By Dorothy Jean Padgett
Print DOROTHY JEAN PADGETT
Address 5408 BREVARD AVE #411 Secretary
COCA BEACH FL 32931

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Brevard

BEFORE ME, the undersigned authority, personally appeared David Sherman
and Jean Padgett, to me personally known to be the President and Secretary,
respectively, of HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., or
having produced _____ as identification and
did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily
executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 18 day
of August, 2008.

Marilyn A. Rigerman
Notary Public, State of Florida at Large.
Printed Name: _____
My commission expires: _____

ORL_DB: 1097522_1

