

**Scott Ellis**

Clerk Of Courts, Brevard County

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**BYLAWS**  
**OF**  
**BRACKENWOOD COMMUNITY ASSOCIATION, INC.**

**ARTICLE I**

**PRINCIPAL OFFICE; DEFINITIONS**

**Section 1.01 Principal Office.** The principal office of BRACKENWOOD COMMUNITY ASSOCIATION, INC. (the "Association") in the State of Florida shall be located at 2000 N. Tropical Trail, Merritt Island, Florida, 32953. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

**Section 1.02 Definitions.** Unless the context otherwise requires, the capitalized terms used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for BRACKENWOOD SUBDIVISION, recorded or to be recorded in the public records of Brevard County, Florida, as may be amended or supplemented from time to time (the "Declaration").

**ARTICLE II**

**MEMBERSHIP, MEETINGS, VOTING**

**Section 2.01. Membership.** The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference. Meetings of the members of the Association shall be held as required or permitted by the Declaration, and the members shall cast their votes as provided in the Declaration on those matters requiring a vote of the membership of the Association.

**Section 2.02. Place of Meetings.** Meetings of the members shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either within the Subject Property or as convenient thereto as possible and practical.

**Section 2.03. Annual.** Annual meetings of the members shall be set by the Board of Directors on the first Monday in March of each year or within thirty (30) days thereafter if so determined by the Board of Directors, provided the first meeting of the members occurs no earlier than one year after the Association is incorporated.

**Section 2.04. Special Meetings.** The President may call special meetings of the members. In addition, it shall be the duty of the President to call a special meeting of the

members if so directed by resolution of a majority of a quorum of the Board of Directors. It shall also be the duty of the President to call a special meeting of the members if a petition is signed by members representing at least ten percent (10%) of the total votes of the members requesting a special meeting. The notice of any special meeting of the members shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting of the members except as stated in the notice.

Section 2.05. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at such member's address as it appears on the records of the Association, with postage thereon prepaid.

Section 2.06. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any members may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member shall be deemed a waiver by such member of notice of the time, date and place thereof and of the business transacted thereat (if notice of same is required by statute or by these Bylaws), unless such member specifically objects to lack of proper notice at the time the meeting is called to order, or in the case where the business transacted thereat is required to be contained in the notice, such member specifically objects to proper notice before such business is put to a vote.

Section 2.07. Adjournment of Meetings. If any meeting of the members cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings.

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that members or their proxies

representing at least twenty-five percent (25%) of the total votes of the members remain in attendance, and provided further that any action taken is approved by members or their proxies representing at least a majority of the number of votes of the members required to constitute a quorum.

Section 2.08. Voting. The voting rights of the members shall be as set forth in the Declaration as supplemented and amended from time to time, and such voting rights provisions are specifically incorporated herein.

Section 2.09. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of a meeting of the members, such decision shall be expressed by the same person who would cast the votes of such Owner if at a meeting of the members, unless the joinder of record Owners is specifically required by the Declaration, the Articles of Incorporation of the Association or these Bylaws.

Section 2.10. Restraint Upon Assignment of Membership Interests. The membership interest of a member in the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to that member's Lot.

Section 2.11. Proxies. A member may authorize another person to act for such member by proxy. Such proxy must be executed by the member or such member's attorney-in-fact. A proxy shall be effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days following the date of the meeting for which it was originally given. Every proxy shall be revocable at the pleasure of the member executing it and shall expire upon the transfer of title to the Lot giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Association officer responsible for maintaining the list of members.

Section 2.12. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the members representing thirty percent (30%) of the total votes of the members of the Association shall constitute a quorum at all meetings of the members. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 2.13. Conduct of Meetings. The President, or in the President's absence the Vice President, shall preside over all meetings of the members, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings, as well a record of all transactions occurring at the meetings.

Section 2.14. Action Without A Meeting. Any action required by law to be taken at a meeting of the members or any action which may be taken at a meeting of the members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the members entitled to vote with respect to the subject matter thereof; and any such consent shall have the same force and effect as a unanimous vote of the members.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

Section 3.01. Governing Body; Composition. The affairs of the Association shall be governed by the Board of Directors. Except with respect to the initial directors, the directors shall be members of the Association or spouses of such members, or officers, employees or agents of the Developer; provided, however, no person and his or her spouse may serve on the Board of Directors at the same time. In the case of a member which is a corporation, partnership, or other legal entity, the person designated in writing by certificate filed with the Secretary of the Association as the voting representative of such corporation, partnership or other legal entity shall be eligible to serve as a director.

Section 3.02. Number of Directors. The number of directors on the Board of Directors shall be not less than three (3) nor more than five (5), provided that there shall always be an odd number of directors. The initial Board of Directors shall consist of four (4) members appointed by the Declarant. The Declarant may appoint additional directors in the Declarant's sole discretion to the Board of Directors from time to time to replace directors appointed by the Declarant, to fill vacancies of directors appointed by the Declarant, or to fill additional positions on the Board of Directors due to its expansion.

Section 3.03. Election and Term of Office. Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the first annual meeting of the members and until such director's successor shall have been elected and qualified or until such director's earlier resignation, removal from office or death.

At each annual meeting of the members of the Association, the members shall elect the directors to hold office until a successor director is elected, or the director's earlier resignation, removal or death.

At any election of directors, each member shall be entitled to cast with respect to each vacancy to be filled on the Board of Directors as many votes as it is entitled to vote under the terms of the Declaration. There shall be no cumulative voting. The candidates receiving the largest number of the total votes of the members shall be elected to fill the positions for which the election is held. Directors may be elected to serve any number of consecutive terms.

**Section 3.04. Removal of Directors and Vacancies.** A director may be removed, with or without cause, by a majority of the total voting interests. Provided, however, if a specific class of members is entitled to elect a director or directors, only that class of members may vote to remove those directors so elected by that specific class of members. In accordance with all applicable procedures and provisions of the Florida Statutes, directors may be removed by a vote taken at a special meeting of the members called by at least ten percent (10%) of the voting interests or by a written agreement or written ballot without the need for a member meeting. Any director whose removal is sought, shall be given notice, as specified in the applicable provisions of the Florida Statutes for the recall of directors, prior to any meeting called for that purpose, and such notice shall state the purpose for the meeting. At such meeting as the director is removed, a successor shall be elected by the members to fill the vacancy for the remainder of the term of such director.

Any director who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by the vote of a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board of Directors to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a director, a vacancy may be declared by the Board of Directors, and it may appoint a successor. Any director appointed by the Board of Directors shall serve for the remainder of the term of the director who vacated the position.

**Section 3.05. Annual Meetings.** The annual meeting of the Board of Directors shall follow each annual meeting of the members of the Association and shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.

**Section 3.06. 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, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) meeting occurring per quarter. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding the meeting.

**Section 3.07. Special Meetings.** Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three (3) members or by any three (3) directors of the Board of Directors if the Board of Directors is five (5) members. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The

notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, teletype, charges prepaid; or (e) by e-mail if such director has authorized e-mail as a method of providing notice. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least ten (10) days before the time set for the meeting. Notices given by personal delivery, telephone, teletype or telegraph, or e-mailed shall be delivered, telephoned, faxed, given to the telegraph company or e-mailed at least seventy-two (72) hours before the time set for the meeting.

Section 3.08. Notice of Meetings. Notwithstanding any other provision for notice of Board meetings contained in this Article III, notice of all Board meetings must be posted in a conspicuous place on the Common Property at least forty-eight (48) hours in advance of a meeting of the Board of Directors, except in an emergency. Alternatively, if not posted in a conspicuous place on the Common Property, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Provided, however, an assessment may not be levied at any Board meeting unless written notice of the meeting (i) is provided to all members at least fourteen (14) days prior to the meeting, and (ii) the notice includes a statement that assessments will be considered and the nature of the assessments.

Section 3.09. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 3.10. Quorum and Voting. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business

which might have been transacted at the meeting originally called may be transacted without further notice.

Each director shall have one (1) vote and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. Directors may not vote by proxy or secret ballot of board meeting. The vote or abstention from voting on each matter voted upon for each director present at a meeting of the Board of Directors shall be recorded in the minutes of the meeting.

Section 3.11. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by members representing a majority of the total votes of the members of the Association at a regular or special meeting of the members; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 3.12. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided the directors participating in the meeting are able through telephone connection to hear and to be heard.

Section 3.13. Open Meetings. Subject to the provisions of this Section, all meetings of the Board of Directors shall be open to all members, but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak. Provided, however, notwithstanding anything in this Section 3.13 to the contrary, a member may speak on any matter placed on the agenda by a petition of the voting interests for at least three (3) minutes. Meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege shall not be open to members.

Section 3.14. Action Without a Formal Meeting. Any action to be taken or that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors of the Board of Directors, and such consent shall have the same force and effect as a unanimous vote.

Section 3.15. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and may do all acts and things as provided by law as are not by the

Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

The Board of Directors shall have exclusive jurisdiction over and the sole responsibility for the Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Subject Property and the Common Property; the establishment, levy, imposition, enforcement and collection of all assessments for which provision is made in the Declaration; the promotion and advancement of the general interests of the members of the Association; all as more particularly provided in the Declaration, Articles of Incorporation, these Bylaws and the Rules and Regulations of the Association.

In addition to the duties imposed by the Declaration, the Articles of Incorporation and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

(a) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;

(b) methods of collecting such assessments, and establishing the period of the installment payments of assessments;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Property;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property, the Common Property, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment in depositories other than banks;

(f) making and amending Rules and Regulations of the Association;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Property in accordance with the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration or as otherwise determined to be appropriate by the Board of Directors, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Lot, any Owner, any Institutional Lender, and the holders, insurers, and guarantors of a first mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and regulations governing the Lot, and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Property reasonably necessary to the ongoing development or operation of the Subject Property; and

(o) entering into contracts, granting easements or performing other rights, obligations or duties of the Association set out in the Declaration, including without limitation, the right to enter into any cable television agreement.

**Section 3.16. Management Agent.**

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of

Directors' supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs (a), (b), (f), (g), (i) and (o) of Section 3.15 of this Article. The Declarant, or an affiliate or other related entity of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

Section 3.17. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Property without the approval of the members of the Association. The Board of Directors shall also have the power to borrow money for other purposes; provided, the Board of Directors shall obtain the approval of members representing a majority of the total votes of the members of the Association in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

Section 3.18. Right of the Association to Contract. With respect to the Common Property, or other areas of responsibility of the Association, and in accordance with the Articles of Incorporation, these Bylaws and the Declaration, the Board of Directors on behalf of the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Board of Directors on behalf of the Association to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or other owners or associations. Such agreements shall require the consent of a majority of all directors of the Association.

Section 3.19. Enforcement. The Board of Directors shall have the power to impose reasonable fines, which, unless prohibited by applicable provisions of the Florida Statutes, shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote, if any, or to use the Common Property for violation of any duty imposed upon such Owner under the Declaration, the Articles of Incorporation, these Bylaws or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot or to suspend an Owner's right to vote, if any, due to nonpayment of assessments. In the event that any occupant of a Lot violates the Declaration, Articles of Incorporation, Bylaws or a Rule or Regulation of the Association and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner of such Lot shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration,

Articles of Incorporation, Bylaws or any Rule or Regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the alleged violator with written notice by mail, hand delivery or other delivery at the address of the alleged violator contained in the records of the Association, or if no address of the alleged violator is on record, then by posting written notice at the site of the alleged violation describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within the period of time provided in (iii) for requesting a hearing. If a timely challenge is not made, the sanction stated in the notice shall be imposed. The sanction may include, without limitation, sanctions that will automatically be imposed by the Association in the event the violation is not abated or recurs within a stated period from the alleged violation. Copies of notices and proof of notice shall be placed in a record book of the Association kept for this purpose. Proof of notice shall be deemed adequate if a copy of the notice, together with statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice, or if the alleged violator requests a hearing within the time period stated in the notice.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held before the Board of Directors affording the Owner a reasonable opportunity to be heard. Provided, however, a hearing for the purpose of imposing a fine or suspension of rights shall be before a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association and are not related within the first degree of any of the foregoing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within a period of time specified by the Board of Directors. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, the Articles of Incorporation, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation, to recover monetary damages, or to seek any other appropriate remedy, or any combination of the foregoing, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including

reasonable attorneys' and paralegals' fees incurred by the Association, whether suit be brought or not, and including those incurred on appeal, if any.

#### ARTICLE IV

#### OFFICERS

Section 4.01. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected from among the members of the Board of Directors. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same, person, except the offices of President and Secretary may not be held by the same person.

Section 4.02. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors, as set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 4.03. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4.04. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time, specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 4.05. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE V

COMMITTEES

Committees are hereby authorized to perform such tasks and to serve for such periods as may be provided for in the Declaration, these Bylaws, the Articles of Incorporation or designated by a resolution adopted by a majority of the directors of the Board of Directors present at a meeting at which a quorum is present. Such committees shall perform such duties and have such powers as may be provided in the Declaration, the Articles of Incorporation, these Bylaws and the resolution of the Board of Directors. In the event of conflict in the terms of any of the foregoing, the Declaration, Articles of Incorporation, Bylaws and resolutions of the Board of Directors (in that order) shall prevail. Each committee shall operate in accordance with the terms related thereto, the rules adopted by the Board of Directors and the terms and provisions of the Declaration, the Articles of Incorporation and these Bylaws.

ARTICLE VI

INDEMNIFICATION

The Association shall indemnify every officer, director, committee member and employee of the Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent they may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**ARTICLE VII**

**BOOKS AND RECORDS**

Section 7.01. **Official Records.** The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace;

(b) a copy of the Bylaws of the Association (as may be amended);

(c) a copy of the Articles of Incorporation of the Association(as may be amended);

(d) a copy of the Declaration (as may be amended);

(e) a copy of the Rules and Regulations of the Association;

(f) the minutes of all meetings of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years;

(g) a current roster of all members and their mailing addresses and parcel identifications, as well as the electronic mailing addresses and the numbers designated by members who consent to receive notice sent by electronic transmission, such electronic information to be removed from association records when member consent is revoked;

(h) all of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) a current copy of all contracts to which the Association is a party, including without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one year;

(j) the financial and accounting records of the Association, kept according to good accounting practices, which must be maintained for a period of at least seven (7) years, and shall include:

(1) accurate, itemized and detailed records of all receipts and expenditures;

(2) a current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

(3) all tax returns, financial statements, and financial reports of the Association; and

(4) any other records that identify, measure, record or communicate financial information.

(k) a copy of the disclosure summary described in Florida Statutes subsection 720.401(1); and

(l) all other written records of the Association not specifically included in the forgoing which are related to the operation of the Association.

**Section 7.02. Inspection and Copying of Records.** The official records shall be maintained within the State of Florida and shall be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Board of Directors may establish reasonable written rules regarding the frequency, time, location, notice and manner of inspections in accordance with applicable provisions of the Florida Statutes. The Board of Directors may impose fees to cover the costs of providing copies of the official records, including, without limitation, the cost of copying. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure their availability to members and prospective members, and may charge only the actual costs for reproducing and furnishing these documents to persons entitled to receive them. Notwithstanding anything to the contrary in the preceding sentences, the following records shall not be assessable to members or Owners:

(a) Any record protected by the lawyer-client privilege or work product privilege, included but not limited to, any record prepared by the Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the Association and was prepared exclusively for or in anticipation of civil or criminal litigation or adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceeding.

(b) Information obtained by the Association in connection with the approval of the lease, sale or other transfer of a parcel.

(c) Disciplinary, health, insurance and personnel records of the Association's employees.

(d) **Medical records of Owners.**

Section 7.03. Annual Budget. The Association shall prepare an annual budget. The budget shall reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year. The budget shall set out separately all fees or charges, whether owned by the Association, the Developer, or another person. The Association shall provide each member with a copy of the annual budget or written notice that a copy of the budget is available upon request at no charge to the member.

Section 7.04. Financial Reporting. The Association shall prepare an annual financial report within sixty (60) days after the close of each fiscal year. The Association shall provide each member with a copy of the annual financial report or written notice that a copy of the financial report is available within ten (10) days upon written request at no charge to the member. The financial report shall be prepared in accordance with the classifications and procedures of the applicable provisions of the Florida Statutes.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 8.02. Corporate Seal. The seal of the corporation shall bear the name of the Association, the word "Florida", and the year of incorporation.

Section 8.03. Parliamentary Rules. Except as may be modified by Board of Directors' resolution, *Robert's Rules of Order* (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration or these Bylaws.

Section 8.04. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

Section 8.05. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the members pursuant to this Section.

Section 8.06. Amendment. These Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of members representing a majority of the total votes of the members of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Brevard County, Florida.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any mortgage held by an institutional lender or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees.

IN WITNESS WHEREOF, the members of the Board of Directors adopted these Bylaws of BRACKENWOOD COMMUNITY ASSOCIATION, INC. this 7<sup>th</sup> day of July 2005.

BRACKENWOOD COMMUNITY  
ASSOCIATION, INC.,  
A Florida corporation

By:

  
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HAMID HAFIZI, President