

BYLAWS OF
BRENTWOOD HILLS HOMEOWNERS' ASSOCIATION, INC.
(A Corporation Not for Profit under
the Laws of the State of Florida)

158A

OFF. REC. 5658 563

THIS IS NOT A CERTIFIED COPY

I. IDENTITY.

1. These are the Bylaws of Brentwood Hills Homeowners' Association, Inc., a corporation not for profit, under the laws of the State of Florida, hereinafter called "Association." The Association has been organized to promote cooperation among lot owners and property owners in Brentwood Hills and generally to provide for the mutual assistance, welfare and improvement of all such persons. The purposes of the Association are more particularly set forth in Item 2, Section 2.01 on page 1, inclusive of the Certificate of Incorporation of the Association which was filed of record in the Office of the Secretary of State of the State of Florida, on March 21, 1989.

In the event of any inconsistency between the provisions contained herein and the provisions contained in the Articles of Incorporation of this Corporation, the terms and conditions provided in the Articles of Incorporation shall take precedence over the terms and provisions of these By-Laws and said Articles of Incorporation shall control.

2. The office of the Association shall initially be at 1155 U.S. Highway 19, Palm Harbor, Florida 34684 or at such other place as the Board of Directors may determine from time to time.

3. The fiscal year of the corporation shall be the calendar year.

4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not for Profit"; and "1989", the year of incorporation. An impression of such seal is affixed to the right hand margin of this first page of the Bylaws.

5. These Bylaws are adopted pursuant to Item 11, Section 11.01 on Page 3 of the Certificate of Incorporation ("Certificate") of Brentwood Hills Homeowners' Association, Inc., filed of record in the Office of the Secretary of State of the State of Florida on March 21, 1989, and are subject to the provisions of the Declaration ("Declaration") of Covenants, Conditions and Restrictions made on February 28, 1989, by Scarborough-Sembler Joint Venture, and filed on March 3, 1989, in Official Record Book 5632, on Pages 1158 through 1182, inclusive, of the Public Records of Hillsborough County, Florida.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

1989 APR -5 AM 10:09

89072043

Gary N. Strohauser, Esq.
STROHAUSER & BROWN, P.A.
918 Drew Street, Suite A
Clearwater, Florida 34615

Prepared by & return to:

THIS IS NOT A
CERTIFIED COPY
II. DEFINITIONS.

The following words when used in these Bylaws (unless the context shall prohibit) shall have the following meanings:

1. "Brentwood Hills Homeowners' Association" shall mean and refer to all existing properties and additions thereto, as are subject to the Declaration and any supplemental Declaration under the provisions of Article II of the Declaration, and may sometimes be referred to as Brentwood Hills.

2. "Association" shall mean and refer to Brentwood Hills Homeowners' Association, Inc.

3. "Dwelling Unit" shall mean and refer to all private residential living units constructed on a lot within Brentwood Hills and may sometimes be referred to as "Dwelling" or "Unit".

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any residential dwelling unit or lot or commercial property situated within Brentwood Hills, but shall not include a mortgagee.

5. "Declarant" shall mean and refer to Scarborough-Sembler Joint Venture, its agents, successors and assigns, or such other construction company that undertakes to develop real estate in Brentwood Hills under an agreement with the owners of the land. The Declarant may sometimes be called or referred to as "Developer".

6. "Member" shall mean and refer to members of the Brentwood Hills Homeowners' Association, Inc.

7. "General Plan of Development" shall mean and refer to either the final plan or the record plat for a particular area of Brentwood Hills.

8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Property for the construction of a residence or commercial structure, with the exception of the Common Area(s), together with all improvements situated thereon from time to time. A lot may also be referred to as "Unit" when developed.

9. "Board of Directors" when referred to herein shall mean the Board of Directors of Brentwood Hills Homeowners'

THIS IS NOT A
Association, Inc., which is more particularly described in Item 10, Section 10.01 on pages 3 and 4 of the Certificate.

CERTIFIED COPY
10. "Committee" when referred to in these Bylaws shall mean the Architectural Control Committee provided for in Article VI on pages 9 through 16, inclusive of the Declaration.

11. "Common Area" shall mean all real property, including improvements thereto, owned or areas of easement held in favor of the Association or administered to by the Association for the common use and enjoyment of the members of the Association. The Common Areas may include streets, parking areas, walkways adjacent and parallel to streets and parking areas, landscaped areas outside the lots, swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds, or holding areas contained in the Property. Common Area(s) may sometimes be called or referred to as Community Property.

12. "Developer" shall mean Scarborough-Sembler Joint Venture.

13. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Brentwood Hills Homeowners' Association, Inc., all exhibits which are attached hereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

14. "Residence" shall mean and refer to a private family dwelling located upon a lot.

15. "Commercial Property" shall mean all lands located in Brentwood Hills other than Lots, Common Areas or lands dedicated to Hillsborough County.

16. All other terms defined in these Bylaws shall have the same meaning when used herein.

III. MEMBERSHIP.

1. Every person or entity who is the owner of record of a fee interest in any Lot or Commercial Property, or who is purchasing one or more Lots or Commercial Properties under a contract or purchase agreement within Brentwood Hills shall be eligible to be a member of the Association, subject to and bound by

THIS IS NOT A
CERTIFIED COPY

the Certificate, these Bylaws, Rules and Regulations adopted by the Board of Directors and the Declaration. For this purpose, ownership of a Dwelling unit or Commercial Property under any unit ownership arrangement or agreement shall be deemed ownership of a Lot or Commercial Property. The foregoing is not intended to include persons or entities who hold an interest in any Lot or Commercial Property merely as security for the performance of an obligation. Ownership of such Lot or Commercial Property shall be the sole qualification for membership. When any Lot or Commercial Property is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots or Commercial Property under contract or agreement of purchase, the membership as to such Lot(s) or Commercial Property shall be joint and the right of such membership (including voting power arising therefrom) shall be exercised only as stipulated in Paragraph 2 of this Item III. (See Article III, Section 1 of the Declaration).

2. During any period in which a Member shall be in default in payment of any annual, special or periodic assessment levied by the Association, the voting rights and right to the use of the common areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any Rules or Regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a Committee thereof) after giving such members ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time and place and date of hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive (see Article III, Section 1, (2) of the Declaration).

3. No membership fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business

of the Association except to pay when due, the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the Bylaws, or as the Members of the Association may from time to time hereafter adopt (see Article III, Section 1, (3) of the Declaration).

IV. VOTING AND VOTING RIGHTS.

1. The voting rights of the membership shall be appurtenant to the ownership of the Lots and Commercial Properties. There shall be two classes with respect to the voting rights:

A. Class A. Class A members shall be all owners with the exception of the Declarant. Residential owners shall be entitled to one vote for each Lot owned. Commercial owners shall be entitled to one vote for each acre of land or fraction thereof of Commercial Property owned by such owner. When more than one person holds an interest in any Lot or Commercial Property, all such persons shall be members. The vote(s) for such Lot or Commercial Property shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or acre or fraction thereof of Commercial Property.

B. Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to five (5) votes for each Lot and five (5) votes for each acre or fraction thereof for Commercial Properties in which it holds the interest required for membership as provided in Section 1 of this Article V. The Class B membership shall cease upon the earlier of the following events occurring: (i) four months after 75% of the Dwelling Units have been conveyed to unit owners other than the Declarant, or (ii) four years following conveyance of the first Dwelling Unit to a Unit Owner other than the Declarant in a single phase development or seven years following such conveyance in an expandable project.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot or Commercial Property owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid

(See Article III, Section 2, (3) on page 5 of the Declaration).

3. The voting on all matters except the election of Directors shall be by voiced vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail (See Article III, Section 2, (3), on page 5 of the Declaration).

V. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

1. Annual Meetings. The first annual meeting of the Members shall be held after all improvements and dwellings to be built by the Declarant on the Property and any additions thereto have been completed and conveyed to third parties, or at such earlier date as Declarant may establish in a written notice to the membership in compliance with Paragraph IV above. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, insofar as practical, at the hour of 8:00 P.M. or a date and time established by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the Membership shall be held in Hillsborough County, Florida, at such place as may be specified in the notice of meeting for the purpose of electing Directors. The Board of Directors shall always use its best efforts to provide a meeting place as near to Brentwood Hills as practical.

2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the entire membership or who are entitled to vote.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 20 days before such

THIS IS NOT A
CERTIFIED COPY

meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the records of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a Chairman.

5. The order of business at annual Members' Meetings, and as far as practical, at all other Members' Meetings, shall be as follows:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of Notice of meeting or waiver of notice.
- (c) Reading of the Minutes.
- (d) Reports of Officers.
- (e) Reports of the Committees.
- (f) Appointment by Chairman of Inspectors of Election.
- (g) Election of Directors.
- (h) Unfinished business.
- (i) New business.

VI. DIRECTORS.

1. The affairs of this Association shall be managed by a Board of seven (7) Directors when the Class B membership is terminated as provided in Article III, Section 2, paragraph 1B (page 4) of the Declaration of Covenants, Conditions, and Restrictions. There shall be three (3) classes of Directors, to be known as Class 1, Class 2, and Class 3, respectively, with three (3) Directors in Class 1 and two (2) in Class 2 and two (2) in Class 3.

2. Election of Directors shall be conducted in the following manner:

(a) Three (3) Class 1, two (2) Class 2 and two (2) Class 3 Directors will be elected at the First Annual Meeting of the Membership. The term of office of the Class 1 Directors elected at the First Annual Meeting of the Members shall expire at the Second Annual Meeting; the term of the Class 2 Directors elected at the

THIS IS NOT A
CERTIFIED COPY

First Annual Meeting of the Members shall expire at the Third Annual Meeting; and the term of the Class 3 Directors elected at the First Annual Meeting of the Members shall expire at the Fourth Annual Meeting. Upon expiration of the terms of office of the Directors as classified above, their successors shall be elected for the term of three (3) years each, so that Directors of the Association shall be elected annually.

(b) A nominating committee of not less than five (5) Members shall be appointed by the Directors not less than sixty (60) days prior to the initial annual meeting of the Members, and not less than ninety (90) days prior to the subsequent annual member meeting. The committee shall nominate one (1) candidate for each position to be filled. Other nominations may be made from the floor.

(c) The election shall be by written ballot as provided in Article III, Section 2, (3), on page 5 of the Declaration, and by a majority of the total number of votes that are cast. When there is only one (1) nominee or candidate for a Director vacancy, the Chairman may declare that such nominee to candidate has been elected by general consent or "acclamation". There shall be no cumulative voting.

(d) Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, except those vacancies provided or brought about by the removal of Directors by Membership. The Director selected by the remaining Directors to fill such vacancy shall serve out the unexpired term of office of the departing Director. A Director who misses four (4) consecutive regular meetings shall be deemed to have resigned and such Director's position shall be vacant.

(e) Any Director may be removed by concurrence of a majority of two-thirds (2/3rds) of the entire membership at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting. The term of office of such Director elected by the Members shall expire simultaneously with the terms of office of the incumbent Directors who are similarly classified.

THIS IS NOT A CERTIFIED COPY

3. The organizational meeting of the Board of Directors that are newly elected at the first meeting of the Members, and of each Board that is newly elected at the annual meeting of the Members thereafter, shall be held within ten (10) days of their election and at such place and such time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of an organizational meeting shall be necessary.

4. Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall be given to each Director in writing personally or by mail, or telegraph, at least ten (10) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than five (5) days' notice of the meeting shall be given to each Director in writing, personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

6. 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.

7. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors may be required by Certificate, the Declaration, or these Bylaws.

8. If, at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting, from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

9. The presiding Officer of the Directors' meeting shall be the President, and if absent, the Vice President shall preside.

In the absence of such presiding Officers, the Directors present shall designate one of their number to preside at such meeting.

10. The order of business at Directors' meeting shall be as follows:

- (a) Calling of the roll.
- (b) Proof of due notice of meetings.
- (c) Reading of minutes and disposal of any unapproved minutes.
- (d) Reports of Officers and Committees.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

11. All of the powers and duties of the Association existing under the Declaration, the Certificate and these Bylaws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the Members only when such approval is specifically required by appropriate documents, subject always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm as provided in the Certificate filed in the Office of the Secretary of State of the State of Florida on March 21, 1989, or any subsequent amendment or amendments to such Certificate.

12. The undertakings and contracts authorized by the initial Board named by the Declarant and any substitutes or replacements of the initial Board named by the Declarant shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership at the first annual meeting of the membership, notwithstanding the fact that the Members of the initial Board of Directors, or those named by the Declarant to replace the initial Board of Directors, may be or are Directors or Officers of, or otherwise associated with, the Declarant, subsidiaries or affiliates of the Declarant, or other entities doing business with the Association and Members of the Association.

13. Prior to the termination of Class B Members (as provided in Article III, Section 2, of the Declaration of Covenants,

Conditions and Restrictions) the Board of Directors shall not authorize, and the Association shall not be bound by any undertakings or contract (including a management contract) which undertaking or contract does not contain the right of termination on behalf of the Association, without cause, which right is exercisable without penalty at any time after termination of Class B Members, upon not more than 90 days notice to the other party.

VII. OFFICERS.

1. The executive Officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors and who may peremptorily be removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive Officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the powers to appoint committees from among the Members, from time to time, as he may, at his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.

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

4. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the

records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or President.

5. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the assessment rolls and accounts of Members that are required to implement the provisions of Article V on pages 6 through 8, inclusive, of the Declaration of Covenants, Conditions and Restrictions, dated February 28, 1989, recorded March 3, 1989, in Official Record Book 5632 at Pages 1158 through 1182, inclusive, of the Public Records of Hillsborough County, Florida. The Treasurer shall also keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

6. No Director shall receive compensation for services as a director, but may be reimbursed for his actual expenses incurred in the performance of his duties as a director. The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the contracting with a Director or a person, firm or entity with which a Director is associated, for the management or maintenance of Brentwood Hills.

VIII. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association, set forth in Article V on pages 6 through 8, inclusive, of the Declaration of Covenants, Conditions and Restrictions dated February 28, 1989, recorded March 3, 1989, in Official Record Book 5632, Pages 1158 through 1182, inclusive, of the Public Records of Hillsborough County, Florida, shall be supplemented by the following provisions:

1. At or after the first meeting of the Members, the assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Class A Lot and Class B Lot. Such account shall designate the name and the address of the Owner or Owners; the amount of each assessment against the Owner; the date and amounts in which assessments came due; the amounts

paid upon the account; and the balance due upon the assessments.

2. Subject to the provisions of Section 8 and 9 of Article V on page 8 of the Declaration, the Board of Directors shall determine the method of payment of such assessments and the due dates thereof, and shall notify the Members thereof.

3. Depository of the Association shall be such bank or banks or other financial institutions which shall be designated, from time to time, by the Directors, and in which monies of the Association shall be deposited. Withdrawal of money from such account shall be only by checks, signed by such persons as are authorized by the Directors.

IX. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition) shall generally govern the conduct of corporate proceedings when in conflict with the Certificate, these Bylaws, the Declaration, or with the Statutes of the State of Florida.

X. AMENDMENTS TO BYLAWS.

Amendments to these Bylaws shall be proposed and adopted in the following manner:

1. Upon proper notice, the Bylaws may be amended, altered, or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting, or any special meeting called for that purpose as specified in Item 12 on page 3 of the Articles of Incorporation. Amendments may also be adopted upon vote of a majority of the total votes cast in person or by proxy, at any meeting called for this purpose.

2. Notwithstanding the foregoing provisions of this Article X, no amendment to these Bylaws may be adopted or become effective prior to the first Annual Meeting of the Membership of the Association, without the prior written consent of the Declarant.

3. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

4. So long as there is Class B membership, any amendments to these By-Laws must be approved in writing by the Federal Housing Administration and Veterans' Administration.

XI. GENDER.

Wherever the masculine singular form of the pronoun is

REF. 5658
575

used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, where the context so requires.

THIS IS NOT A CERTIFIED COPY

IN WITNESS WHEREOF, we, being all of the Directors of Brentwood Hills Homeowners' Association, Inc., have hereunto set our hands and seals this 29 day of March, 1989.

Handwritten signatures of Kenneth A. Jones, Jose R. Cuarta, and Frederick H. Burcaw, each followed by (SEAL).

STATE OF FLORIDA)
) SS.
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, this day personally appeared Kenneth A. Jones, Jose R. Cuarta and Frederick H. Burcaw, who, after being duly sworn according to law, depose and say that they are the Directors of Brentwood Hills Homeowners' Association, Inc., a non-profit corporation organized under the Laws of the State of Florida, and depose and say that the foregoing Bylaws were adopted by them as the Directors of said Brentwood Hills Homeowners' Association, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Hillsborough County, Florida, this 29th day of March, 1989.

Handwritten signature of Cheri S. Johnson, Notary Public.



My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 28, 1991
Bonded thru Troy Feltz - Insurance Inc.

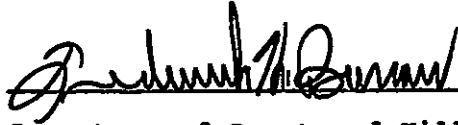
CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected and acting SECRETARY of the Brentwood Hills Homeowners' Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida; and

That the foregoing Bylaws constitute the original Bylaws of said Association, and were duly adopted at the meeting of the

Board of Directors thereof, held on the 23rd day of March,
A.D. 1989.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed the seal of said Association, this 29th day of March,
1989.

 (SEAL)

Secretary of Brentwood Hills
Homeowners' Association, Inc.