

AMENDED AND RESTATED

(Last Revised 06/13/2007)

**MAINLANDS SEVEN MAINTENANCE CORPORATION, INC.
BYLAWS**

PREAMBLE

These Bylaws are the product of restatement of the previous Bylaws adopted by the members and further amendment of the original Bylaws. These Bylaws apply to Mainlands Seven Maintenance Corporation, Inc., a Florida not-for-profit Homeowners Association.

ARTICLE I

ORGANIZATION

Sec. 1 FISCAL YEAR

The records and business of this corporation, except as otherwise provided in these Bylaws, will be conducted on a fiscal year basis commencing on the first day of April and terminating on the last day of March of the next year.

Sec. 2 QUORUM

A. MEMBERSHIP

There will be only one (1) vote for each residence in the affairs and business of the Association.

A quorum consisting of thirty (30) qualified voters is required to transact Corporation business at a Membership meeting.

If a quorum is not present, the eligible voters in attendance may postpone the meeting to a date not less than ten (10) days nor more than thirty (30) days later.

In that event a notice will be delivered to each local residence not later than five (5) days prior that meeting.

B. BOARD OF DIRECTORS

A quorum consisting of six (6) Directors is required to conduct business at a Board of Directors meeting.

C. PROXY

Every member entitled to vote at a meeting of the members may authorize another person to act on his or her behalf by a proxy signed by such member or their respective attorney-in-fact. Only **members** may be proxyholders. Any such proxy shall be delivered to the Secretary, or other officer of the Association, at or prior to the meeting at which the vote is to be counted.

Proxies shall be valid only for the particular meeting designated thereon and any lawful adjournments, but in no event longer than ninety (90) days from the original meeting. Every proxy shall be revocable proxies, shall be counted for the purpose of obtaining a quorum and for all other purposes permitted by law and the proxy instrument itself.

D. ABSENTEE BALLOTS

Notwithstanding the foregoing, proxies shall not be permitted in the election of directors and officers of the Association. Anyone eligible member wanting to cast a vote in the election of directors must request an absentee ballot from the Secretary of the Association. Absentee Ballots must be returned to the Association at or before the scheduled date of the meeting at which the election is to take place and may include votes cast in favor or nominees selected by the voting member, including self-nominations, so long as the persons voted for on the ballot sign the "willing to serve if elected form" (either before or at the election meeting). All absentee ballots must contain the name of the voter and the lot and block number.

Sec. 3 MEETINGS

A. ANNUAL MEETING

The Annual Membership Meeting will be held on the third Friday of April, at an hour established by the Board of Directors. Notice of this meeting must be posted on the Clubhouse bulletin board at least fifteen

(15) days before the meeting date, and a notice delivered to each residence at least five (5) days prior to the meeting.

B. REGULAR MEMBERSHIP MEETINGS

Dates of regular Membership meetings will be established by resolution at the Annual Meeting. Notice of such meetings will be posted on the Clubhouse bulletin board.

C. SPECIAL MEETINGS

Special meetings of the Membership may be called by a majority of the Board of Directors, or by written request to the Secretary, signed by fifteen (15) eligible voters exclusive of members of the Board of Directors.

All such special meetings will be limited to the purpose for which the meeting was called unless the words, "and such other business as may come before the assembly", are included in the call of the meeting. Notice of such meeting will be delivered to each residence at least five (5) days prior to the meeting, except in case of an emergency, and shall be posted in the clubhouse at least two (2) days before the meeting.

D. WHO MAY ATTEND

Any lot owner may attend any meeting of the members. If the lot is owned by a corporation or other legal entity, any director or officer may attend. In the event a member designates a proxy, the proxyholder may attend so long as the member is not in attendance at the meeting (whether the proxy is revoked or not). Any person not expressly authorized may be excluded from the meeting by the presiding officer.

E. ACTIONS WITHOUT A MEETING

Any action required or permitted to be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote, if at least thirty (30%) percent of the members consent in writing. Within ten (10) days of receiving authorization by written consent, notice shall be given of the action taken to the members who have not consented. The notice shall fully summarize the material features of the authorized action.

Sec. 4 VOTING METHODS

A. VIVA VOCE

At all Membership meetings, all questions wherein the voting is not regulated by the ARTICLES OF INCORPORATION, elsewhere in these Bylaws, or by applicable law, will be determined by a voice vote of a majority of the members present in person or by proxy, with voting limited to one vote for each home owned. However, any qualified voter may demand a vote by written ballot. In such an instance, because of the potentially disruptive nature in the timeliness for a vote concerning an issue, the Chair will put a vote to the Floor, requesting a majority vote of the membership present for a written ballot. If the membership agrees that such a written ballot shall take place and a written ballot can be accomplished at the meeting in progress, the meeting will be suspended while the written ballot is prepared. If such a written ballot cannot be organized at the meeting, then the written ballot will be conducted at the next general meeting or at a Special Meeting where timeliness is a factor, such as with the Annual Budget. A written ballot may also be demanded by any qualified voter **in writing** 15 days prior to the date when the vote is scheduled to take place. Before the written ballot is executed, the Chair will announce to the membership for the record the fact that such a request has taken place and the name of the voter who requested the written ballot. In such case, to assure proper identification, each eligible voter will be required to sign the roll prior to receiving a ballot and each proxy holder shall sign the roll for the member for which the proxy is held. When, because of the importance of the question to be voted upon, it is desirable that as many home owners as possible have the opportunity to vote, the question may be postponed as a Special Order, to the next regular meeting; or to a Special Meeting called for that purpose.

B. ABSENTEE BALLOTS

Upon signed request submitted to the Secretary, an eligible voter unable to attend the meeting, may obtain an absentee ballot to vote in the election of directors and officers. The ballot provided will state the date of the election and the names of the candidates that have been nominated by the nominating committee, it will have spaces for checking the voter's preference as well as

blank spaces for write-in candidates. Any absentee ballots containing votes in favor of candidates that have not signed the "willing to serve, if elected" form (at or prior to the election), will be discounted and the remainder of the ballot counted. Any absentee ballots containing votes for a number of candidates in excess of the number of vacant positions shall be rejected.

The eligible voter will sign the paper indicating lot and block number and must return it to the Secretary along with his sealed ballot.

C. PRONOUNS

The words; he, his, or him, as used herein, will apply to either gender or to a corporate entity.

Sec. 5 ORDER OF BUSINESS

After determination of a quorum, the order of business at Regular Membership Meetings will be as follows:

- (1) Reading the Minutes of the previous meeting (and their approval)
- (2) Reading the Financial Report
- (3) Reports of Boards and Standing Committees
- (4) Reports of Special (Select) Committees
- (5) Special Orders
- (6) Unfinished Business and General Orders
- (7) New Business

ARTICLE II

DIRECTORS

Sec. 1. NUMBER

The affairs and business of this Corporation will be administered by a Board of Directors, eleven (11) in number. Six (6) of the Directors will be officers of the Corporation and each must be an owner and occupant of Section Seven during his term of office, and eligible to

vote in the Corporation. Directors and Officers shall serve for a term of one year.

Five (5) will be Directors-at-large and eligible to vote in the Corporation.

Each Director will have only one vote on the Board, irrespective of the number of homes that he may own.

No residence will be represented on the Board by more than one Director.

The officers and directors shall have a fiduciary relationship to the lot owners. An officer or director may not solicit, offer to accept or accept any item or service of value for which consideration has not been provided for his/her own benefit or that of his/her immediate family from any person providing or proposing to provide services or goods to the Association.

Sec. 2 ELECTION PROCEDURES

The Association shall hold an annual election of Directors and Officers in December of each year.

A Nominating Committee will be elected from the floor at the September General Membership meeting. This committee will consist of an odd number of at least three (3), but no more than nine (9) members. Within a week, the Secretary will call a meeting of the Committee to distribute necessary and helpful material, and will preside at the election of a chairman.

The Nominating Committee will complete their slate of one (1) candidate for each position, and give it to the Secretary prior to the October General Membership Meeting. Prior to November 1, the Secretary will post on the Clubhouse bulletin board, the Committee's slate of candidates. Other nominations may be made from the floor at the election meeting or at the nomination meeting. Any member of the Association is entitled to run for a seat on the Board of Directors and such member may nominate themselves at the election meeting. Only the slate of candidates selected by the nominating committee and those nominated at the floor at the nomination meeting shall be listed on the ballots (and absentee ballots), however, there shall be additional blank spaces

for the candidates that have not been listed. Additional nominations may be made without posting.

Prior to nomination by the committee, each candidate will sign a statement of "willingness to serve, if elected." All other candidates (whether self-nominated, nominated from the floor or write-in) shall sign the "willingness to serve, if elected" form at or prior to the election. All such statements will be presented to the Secretary or before the election.

B. NOMINATING MEETING

At the October Regular Membership Meeting, after determination of a quorum, the first agenda item will be the nominations for the annual election of the members of the Board of Directors.

The President may have the duties of the office read from the Bylaws, before calling for nomination of the Committee's candidate for that office, and for nominations from the floor for that position. Each office will be called separately.

The Nominating Committee will name their five (5) candidates for the Director-at-large positions together, followed by nominations from the floor. Officers will be elected by a majority of the eligible voters casting votes at the election meeting; Directors-at-large by plurality.

C. ELECTION COMMITTEE

At the Board of Directors Regular November meeting, the President will appoint, with the approval of the Board, an Election Committee of four (4) members and two (2) alternates (in case an appointee is nominated for an elective position). No candidate will serve on the Election Committee.

D. ELECTION

The election may be decided by voice vote, if there are no candidates other than those nominated by the nominating committee. Otherwise, the Secretary will report the names of all candidates to the Chairman of the Election Committee who will announce those names at the election meeting so that members may write in candidates not listed on the ballot.

Following the completion of New Business, the ballots will be distributed to each eligible voter as he signs the roll. Ballots will be deposited in the ballot box by the voter. The ballots will be counted and given to the Secretary. The results will be reported to the President who will announce the results before adjourning the meeting.

The term of office will begin on the first business day of the new year.

Sec. 3 TERM OF OFFICE

The term of office will be one (1) year and thereafter until his successor has been elected. The term of office will be based upon the calendar year, thus providing a period in which the newly elected Board of Directors can prepare the new budget and review existing contracts to renew them or make new ones, if necessary, before the beginning of the fiscal year on April first.

Sec. 4 ADMINISTRATION

A. RULES AND REGULATIONS

The Board of Directors will administer the affairs and business of the Corporation. In all cases, such Directors, properly convened, by majority action, may adopt such rules and regulations for conducting their meetings and the management of the Corporation as they deem proper, consistent with the ARTICLES OF INCORPORATION, these Bylaws, and the Federal and State of Florida laws. The Board has authority to adopt, repeal and amend rules and regulations regarding the use, repair, and maintenance of the recreational facilities and any other property owned or controlled by the Association. The Rules and Regulations presently in effect are attached hereto as Exhibit "A". Amendments or modifications to these Rules need not be recorded in the public records to become effective.

B. AUTHORITY TO ENFORCE RESTRICTIVE COVENANTS

No lot owner has the authority to act for the Association by reason of being a lot owner, enforcement

of the rules and regulations and the bylaws shall be by the Corporation, acting through its Board of Directors.

The Board of Directors is further authorized to take whatever action and to make whatever rules and regulations it may deem necessary, to enforce the provision of the Declaration of Restrictions impressed upon all of the properties located in the Mainlands of Tamarac, Seventh Section. Each Lot Owner, such Lot Owner's family, lessees, guests, licensees, invitees, agents and every occupant of a Unit shall be governed by and shall comply with the Homeowners' Associations Act, the terms of the Declaration of Restrictions and all exhibits annexed thereto, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, all as may be amended from time to time.

A Lot Owner shall be liable for the expense of any maintenance, repair, or replacement made necessary by the Owner's negligence, intentional misconduct, act, or omission, or by that of any member of the Owner's family or the Owner's or the Owner's family's guests, employees, agents, lessees, licensees or invitees.

In the event a Lot Owner or occupant fails to maintain his or her Lot, fails to observe and perform all of the provisions of Chapter 720, Florida Statutes, this Declaration, the Bylaws, the Articles of Incorporation, Rules and Regulations of the Association, all as same may be amended from time to time, or any other agreement, document, or instrument affecting the property in the manner required, the Association shall have the right to proceed in a court of equity to require specific performance and/or compliance, to impose any applicable fines and to sue in a court of law for damages.

In any legal proceeding arising out of an alleged failure of a Lot Owner, or the Lot Owner's family, tenant, guest, or invitee, or the Association to comply with the requirements of the Homeowners' Associations Act or the governing documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorney's fees through all appellate levels. Said costs and fees shall be secured by a lien for Charges, as provided in Section 5 hereof.

Fines. The Board of Directors may levy fines against Lots whose Owners commit violations of the provisions of the governing documents (including the Declaration, Articles and Bylaws), or the Rules and Regulations, or who condone or permit such violations by their family members, guests or lessees. Fines shall be in amounts deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The procedure for imposing fines shall be as follows:

Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A specific designation of the provisions of the Declaration, Bylaws or rules which are alleged to have been violated;
- (3) A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine.

Hearing: At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as Directors. If the committee, by majority vote, does not agree with the fine, it may not be levied.

Suspension: The Association may suspend an owner's use of the recreational facilities by following the same procedure for the imposition of fines, as set forth above. Said suspension may apply to the owner, tenants, all occupants of the residence, family members or otherwise specified by the Board in the notice of suspension.

Sec. 5 ASSESSMENTS AND THE ANNUAL BUDGET

Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided below. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board from time to time.

A. Determination of Common Expenses and Fixing of Assessments Therefore. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Lot Owners to meet the Common Expenses and allocate and assess such expenses among the Lot Owners on a fractional basis. The annual budget must receive the approval of the majority of the Lot Owners present (in person or by proxy) at a duly called and convened general or special meeting of the Association. The Board of Directors shall advise all Lot Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and a copy of the current budget shall be posted in the clubhouse. Incidental or non-Assessment income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Notice of the meeting at which the members consider the budget, or an amendment thereto, shall comply with the requirements of Chapter 720, Florida Statutes, as amended from time to time.

B. Liability for Assessments. A Lot Owner, regardless of how title has been acquired, including by purchase at a foreclosure or sheriff's sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while being the Lot Owner. Additionally, unless prohibited by the Declaration or Chapter 720, Florida Statutes, a Lot Owner is jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid

by the Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Association property or by abandonment of the Lot for which the Assessments are made.

C. Interest; Late Fee; Application of Payments. Assessments and Charges and installments on such Assessments not received by the Association on or before fifteen (15) days after the date when due shall be deemed late and shall bear interest at the highest rate of interest allowed by law per annum from the date when due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in the amount of twenty five (\$25.00) dollars, or the highest amount permitted by law, for each delinquent installment or Assessment that the payment is late. The Board of Directors may waive interest or late charges on a case by case basis. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the Assessment. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

D. Lien for Assessments. The Association has a lien on each Lot to secure the payment of Assessments or installments thereon, together with interest, late fees, costs and reasonable attorney's fees incurred by the Association which are incident to the collection of the Assessment or enforcement of the lien, whether suit be brought or not. The claim of lien shall secure all unpaid Assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest, late fees, costs and attorney's fees incurred by the Association incident to the collection process, whether suit be brought or not. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to

recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. If the Lot Owner remains in possession of the Lot after a foreclosure judgment has been entered, the Lot Owner shall be required to pay to the Association a reasonable rental for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent, the expenses of the receiver to be paid for by the party which does not prevail in the foreclosure action. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to any third party.

E. Acceleration. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after ten (10) days' prior written notice to the applicable Lot Owner, the Association may declare the Assessment installments for the remainder of the fiscal year to be accelerated and such amount shall thereupon be immediately due and payable. In the event the amount of such installments changes during the period for which Assessments were accelerated, the Lot Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

F. Lien For Charges. There is hereby created a common law and contractual lien to secure any service which the Association provides for a Lot or Lot Owner and which is not otherwise secured by the lien for assessments. By way of example, but not limitation, a lien for Charges exists to secure repayment to the Association when it provides maintenance and/or repair services on a Lot Owner's account. The lien for Charges shall be of equal priority to, shall be secured as to interest, late fees and attorney's fees and the like, and shall be foreclosed in the same manner as the lien for assessments.

Sec. 6 EXTRAORDINARY EXPENDITURE

Any unbudgeted non-emergency expenditure, the amount of which exceeds five thousand dollars (\$5,000), must be approved by a majority vote of the eligible voters present whether in person, by proxy or absentee ballot at a regular or special meeting of the membership at which a quorum has been obtained.

A full description of the proposed expenditure will be delivered to each homeowner at least fifteen (15) days prior to the date of the meeting at which the vote on the proposal will be taken.

Sec. 7 DIRECTORS' MEETINGS

Regular meetings of the Board of Directors will be held each month at a time and date to be established by the Board. Special meetings of the Board of Directors may be called by the President or by the Secretary, upon written request of three (3) Directors.

Notice of any Board meeting, other than the regular monthly meetings, will be given by service upon each Director, personally, by the Secretary, at least twenty-four (24) hours before the date of that meeting. Any Director absent for three (3) meetings without a prior excuse will be dropped from the Board and the vacancy filled by the Board. The membership shall be advised of both regular and special board meetings by the posting of a notice in the clubhouse at least forty-eight (48) hours in advance of the meeting.

Sec. 8 QUORUM

At any meeting of the Board of Directors, six (6) members of the Board will constitute a quorum for the transaction of business. In the event of no quorum, a lesser number may adjourn the meeting to some future date, not more than ten (10) days later.

Sec. 9 VACANCIES

A vacancy on the Board of Directors may be filled for the unexpired term by a majority of the remaining

Directors, or may be referred by the Board to the Membership.

Sec. 10 REMOVAL OF OFFICERS AND DIRECTORS

Any one or more of the Directors or Officers may be removed at any time by a two-thirds (2/3) vote of the membership present (either in person, proxy or absentee ballot), at a Special Meeting called only for that purpose.

Sec. 11 POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association existing under the Florida Corporation Statutes, the Declaration of Covenants, the Articles of Incorporation, these Bylaws, and the Rules and Regulations of the Association shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by the lot owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to, the following:

A. To prepare budgets and make and collect assessments against owners to defray the costs of the Association.

B. To use the proceeds of the assessments in the exercise of its powers and duties.

C. The maintenance, repair, replacement and operation of the property.

D. The reconstruction of the recreation areas after casualty and further improvement of the property.

E. To enforce by legal means the provisions of the applicable laws and the community documents.

F. To contract for management of the community and to delegate to the management agent or manager any powers and duties except those things which may not be delegated under the Articles of Incorporation, these Bylaws or applicable law.

G. To carry insurance for the protection of the property, Association and the Board of Directors.

H. To pay the cost of all utility services rendered to the community and not billed to owners of individual lots.

I. To employ personnel and designate other officers for reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

J. To bring and defend suits, make and execute contracts, deeds, mortgages, notes, and other evidence of indebtedness, leases and other instruments by its officers and to purchase, own, lease, convey and encumber real and personal property.

ARTICLE III

OFFICERS

Sec. 1 OFFICES

The offices to be filled will be:

President	Vice-President
Secretary	Assistant Secretary
Treasurer	Assistant Treasurer

Sec. 2 ELECTION

All officers of the Corporation will be elected annually by the Membership. The method of election will be as set forth in Article II, Sec. 2.

Sec. 3 DUTIES AND POWER

A. PRESIDENT

- (1) The President will preside at all meetings of the Membership and of the Board of Directors.

- (2) He will cause to be called, regular and special meetings of the Members and of the Directors in accordance with these Bylaws.
- (3) With the exception of the Nominating Committee, he will appoint and discharge all committees, subject to the approval of the Board of Directors.
- (4) He will make and sign all contracts and agreements in the name of the Corporation, with the approval of the Board of Directors.
- (5) He will see that the books, reports, statements and certificates required by law are properly kept, made and filed.
- (6) He may sign notes, checks, drafts or bills of exchange, warrants, or other orders, for the payment of money duly drawn by the Treasurer.
- (7) He will enforce these Bylaws and perform all the duties incident to the position and office which are required by law.

B. VICE-PRESIDENT

During the absence and inability of the President to perform his duties or exercise his authority as set forth in these Bylaws, or in the acts under which this Corporation was organized, the same will be performed and exercised by the Vice-President; and when so acting, he will have all the authority and responsibilities hereby given to or imposed upon the President. The Vice-President shall have such additional duties as are imposed by the Board of Directors and should be aware of the duties of the President of the Association.

C. SECRETARY

- (1) The Secretary will keep minutes of the Board of Directors' meetings, and of the Membership meetings, in appropriate books.
- (2) He will give and serve all notices of the Corporation.
- (3) He will keep the membership roll alphabetically arranged so as to show lot and block numbers, post office address, and the year of purchase. It will also show the number of homes owned by each owner and should show joint ownership names. He will keep such membership roll available at all Membership meetings, subject to inspection by any owner.

- (4) He will be custodian of and responsible for the Corporation seal and all original legal documents, contracts, records and communications.
 - (a) All vital papers will be stored in a Corporation Safe Deposit Box, to which the Secretary will keep a key.
 - (b) He will keep an index of all records stating their location.
- (5) He will present to the Board of Directors at their meetings, all communications addressed to him officially. Such communications should be filed in the Secretary's file.
- (6) He will attend to all correspondence and perform all the duties incident to the office of Secretary.

D. TREASURER

- (1) The Treasurer will have the care and custody of and be responsible for, all the funds and securities of the Corporation. He will deposit all such funds in the name of the Corporation, in such bank or banks, savings and loan associations, trust companies, or safe deposit box as the Board of Directors may designate. He will keep a key to the safe deposit box.
- (2) He will sign, make and endorse in the name of the Corporation, checks, drafts, warrants and orders for the payment of money. He will pay out and dispose of same and receipt therefore, under the direction of the President and the Board of Directors.
- (3) He will keep correct books of account of all transactions. His records will be located as designated by the Board of Directors.
- (4) He will exhibit at a reasonable time, his books and accounts to any Director or member of the Corporation, upon application to the Treasurer at any meeting.
- (5) He will render a statement of the condition of the finances of the Corporation at each regular meeting of the Board of Directors and of the Membership. He will make a full financial report of the fiscal year at the Annual Meeting in April.

E. PERFORMANCE OF DUTIES

The duties of each officer as listed above indicate the responsibilities inherent in each office. No officer

will be interfered with or otherwise prevented from the performance thereof.

Sec. 4 FIDELITY BONDS

The President, Treasurer and all other persons who are authorized to sign checks drafts or withdrawals on the Association's account(s) shall be bonded in amounts deemed appropriate or necessary by the Board of Directors. The costs of such bonding shall be the expense of the corporation.

Sec. 5 VACANCIES

All vacancies in any office will be filled by the Board of Directors without undue delay, at its regular meeting or at a meeting specifically called for that purpose, or the Board may refer it to the Membership.

Sec. 6 RETURN OF CORPORATION RECORDS

At the end of the term of office, each Director, officer, and committee chairman, will be required to turn over all records and communications pertaining to Corporation business, to the Secretary.

ARTICLE IV

CORPORATE SEAL

The corporate seal will contain the following:

MAINLANDS SEVEN MAINTENANCE CORPORATION, INC.,
Incorporated 1971 as a Not-for-Profit Florida
Corporation.

ARTICLE V

CORPORATIONS' NEGOTIABLE INSTRUMENTS

Sec. 1 PROCEDURES

A. LIMITATIONS

No officer or agent of the Corporation, either singly or jointly with others, will have the power to make any bill payable, check, draft, warrant, or other negotiable instrument; or endorse the same in the name of the Corporation; or contract or cause to be contracted, any debt or liability in the name of or in behalf of the Corporation, except as herein expressly prescribed and provided in Article V, Sec. 1, C.

B. SAFE DEPOSIT BOX

Access to any safe deposit box maintained by the Corporation, will be obtained over the signature of any officer authorized to sign checks and a countersigning officer as designated in Article V, Sec. 1, C.

C. SIGNATURES

All bills payable, checks, notes, or other negotiable instruments of the Corporation, will be made in the name of the Corporation, and will be signed at least two (2) of the Officers of the Association, at least one of the signatures being from the Treasurer, President, Secretary, or Vice-President.

ARTICLE VI

AMENDMENTS

These Bylaws may be amended at any regular or special Membership meeting. Written notice of the amendment will be delivered to each resident at least thirty (30) days prior to that meeting and shall be posted in the clubhouse thirty (30) days prior to the meeting at which they are considered. Amendments to the Bylaws may be proposed by the Board or the membership. In order for the membership to proposed an amendment to the Bylaws, the language of the proposed amendment must be presented to the Board along with the signatures of ten (10%) percent of the members.

Adoption of amendments to the Bylaws requires an affirmative vote of two-thirds (2/3) of the lots represented at the meeting at which the amendments are to be considered, either in person or by proxy.

ARTICLE VII

RULES OF ORDER

Robert's Rules of Order, revised, will govern the corporation in all cases to which they are applicable, and in which they are not inconsistent with the articles of incorporation and these bylaws.

Article VIII

LEASING

The lease of a home is defined as occupancy of the home by any person other than the homeowner in the absence of the owner (except for the owner's spouse, parents, grandparents, or children), whether pursuant to verbal or written agreement, regardless of where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably. Should a homeowner wish to lease his home, he shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as all proposed occupants. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited.

A. General Restrictions on Leasing. The Board shall have the authority 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 all proposed tenants to submit to a personal interview.

(1) No home shall be leased and leasing shall be prohibited during the two (2) year period subsequent to acquisition of title to a home. Notwithstanding, the Association shall have the right to grant hardship exceptions to this no-leasing provision in the event of ownership as a result of inheritance or interfamilial gift.

(2) All leases shall be for a term of one (1) year and shall only be renewed upon the approval of the Association. The Association may refuse to allow a tenant to renew a lease in the event the tenant has failed to comply with any of the terms and conditions of the Declaration of Restrictions, these By-Laws or the Rules and Regulations promulgated by the Association, has created or caused a nuisance or has otherwise demonstrated an inability or unwillingness to abide by the Association's requirements and the governing documents.

(3) Maximum occupancy of a home pursuant to a lease shall be two (2) persons per bedroom. Bedrooms shall be calculated based upon the information maintained by the City of Tamarac.

B. Tenant Conduct, Remedies. The tenants must read and agree to be bound by the Declaration of Restrictions, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time (the ``Documents''). If a tenant fails to abide by the terms and conditions set forth in the Declaration, these By-Laws, the Rules and Regulations, any local, national or other applicable codes or ordinances, the homeowner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in these By-Laws and Florida law, without waiver of any remedy available to the Association as to the tenant. If the homeowner fails to bring the conduct of the tenant into compliance, the Association shall have the authority to act as agent of the homeowner to undertake whatever action is necessary to abate the tenants's noncompliance, 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 homeowner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the homeowner which shall be secured by a continuing contractual lien against the property.

C. Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective lessee or homeowner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common area or Association property. Payment of interest, claims against the deposit, refunds and disputes under this paragraph shall be handled in the same fashion as provided in Title VI, Part II of Chapter 83 of the Florida Statutes (2007) as amended from time to time.

D. Liability. The liability of the homeowner under the governing documents shall continue notwithstanding the fact that he may have leased or rented his interest in the home as provided herein.

E. Association Fee. The homeowner or lessee seeking the approval of a lease of a home parcel shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction.