

**THIRD AMENDED AND RESTATED BYLAWS
OF
EASTSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.**

A Corporation Not for Profit
Under the Laws of the State of Florida

RECITALS. Eastside Village Homeowners Association, Inc. (the "Association") was incorporated on February 19, 1988.

The members of the Association are, and shall only be, the persons owning Lots within Eastside Village." Eastside Village shall consist solely of the lands shown and more fully described on Exhibit A. This Association may not be expanded without the approval and consent of the Members. Only owners of Lots in Eastside Village, as defined above, shall be Members of the Association. Owners of land in Eastside Village which does not presently constitute a "Lot" as defined in Article II, paragraph 6, shall not be a Member of the Association by reason of such ownership. Membership in the Association shall be limited to not more than 267 Members who shall be owners of Lots located in Eastside Village.

No other land shall be developed as part of Eastside Village without the consent of the Members of the Association. No Lot or land in Eastside Village may be subdivided and conveyed so as to create more Lots than as set forth in Exhibit A. When used in these Bylaws, the "Covenants" shall mean the Covenants for Eastside Village which are described in Exhibit A, as amended from time to time.

Pursuant to the Covenants and the Articles of Incorporation for the Association, the Association is empowered to maintain the road system for Eastside Village, to maintain the common areas of Eastside Village, to enforce the provisions of the Covenants, and to provide services and common maintenance care, and upkeep of Eastside Village, as determined by the owners for the benefit of Eastside Village. The owners desire, as contemplated by the Covenants, to adopt guidelines for the imposition of fines for failure to comply with the rules, for the collection of assessments, and to update the Bylaws in accordance with the provisions of Florida Statutes Chapter 720 - Homeowners' Associations.

NOW, THEREFORE, the Members have adopted the following Amended and Restated Bylaws ("Bylaws"):

**ARTICLE I
ASSOCIATION**

Section 1.1 Office. The registered office of the Association shall be 189 SE Claudia Way, Lake City, Florida 32025, or such other place as shall be selected by a majority of the Board of Directors.

Section 1.2 Fiscal Year. The fiscal year of the Association shall be April 1 through March 31.

**ARTICLE II
DEFINITIONS**

(Reference 720.301 2014 Florida Statutes)

1. "Articles" means the Articles of Incorporation of the Association.
2. "Association" means Eastside Village Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.
3. "Board" or "Board of Directors" means the Board of Directors of the Association.
4. "Bylaws" mean the Bylaws of the Association.
5. "Common Areas" means:

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Page 1 of 24 B: 1399 P: 1228, P.DeWitt Cason, Clerk of Court
Columbia, County, By: BD
Deputy Clerk

- (a) The real property (including the improvements thereon) described in the warranty deed recorded in Official Records Book 675, page 375 of the public records of Columbia County, Florida as well as any property owned from time to time by the Association,
- (b) The private roads located within Eastside Village upon conveyance of such roads to the Association as provided in Section 12 of the Covenants. Roads conveyed to the Association after the date of these Bylaws shall be in good condition and repair as of the date of conveyance.
- (c) Land, or interests in land (other than roads), dedicated to the Association by the plats in Eastside Village or land or interests in land which the Developer has committed in writing to deed to the Association, provided such land is in fact conveyed to the Association at the designated time or, if none, upon completion of all Residences on lots in the plat containing the common area.
- (d) Land which has been improved with recreational improvements for use by the Members or land designated for use by the Members for storage of recreational vehicles.

Nothing herein contained shall obligate the Association to accept title to any Common Areas which is not in good repair, is contaminated, or Common Areas land which the Association does not need or desire to own. Use of Common Areas shall be limited to Members of the Association, their guests, tenants, invitees, agents, and employees; provided that providers of utilities, solid waste collection, police, fire, and emergency services shall have a right of ingress and egress over the private roads in the performance of their duties. Persons engaged in the construction of a Residence shall also have a right of ingress and egress over the private roads in Eastside Village.

6. "Lot" means (a) a platted lot in Eastside Village which is improved with a Residence or (b) an un-platted parcel of land in Eastside Village which has been improved with a Residence. Land in Eastside Village which is not improved with a Residence is not a Lot.

7. "Mortgagee" means any institutional holder of a mortgage, encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the VA, the FHA or any lender generally recognized as an institutional type lender.

8. "Owner" or "Member" means the record owner, whether one or more persons or entities, of a fee simple title interest in any Lot which is part of Eastside Village. The Owners of Lots in Eastside Village shall be Members of the Association. Owners of land in Eastside Village which is not a Lot, as defined above, shall not be a Member of the Association by virtue of such ownership.

9. "Residence" means each single-family dwelling which is substantially completed and any existing duplex. "Substantially completed" means a certificate of occupancy has been issued for the Residence or the Lot is assessed as "improved" by the Property Appraiser for Columbia County, Florida.

10. There is no intention to segregate by gender in these Bylaws. Therefore, wherever "he", "him" or "his" appear in these Bylaws, it may be interpreted to read "she", "her" or "hers" as appropriate.

ARTICLE III

MEMBERSHIP AND MEMBERSHIP OBLIGATIONS

1. **Membership.** Every owner of a Lot in Eastside Village is and shall be a member of the Association. Membership may not be separated from ownership of any Lot. Membership shall be limited to the owners of Lots in Eastside Village. The number of Lots in Eastside Village shall not exceed 267 Lots as set forth in Exhibit A.

2. **Creation of the Lien and Personal Obligation of Assessments.** The Covenants provide that each Owner of any Lot is obligated to pay to the Association assessments or charges for maintenance of Common Areas. The assessments shall be established and collected as hereinafter provided. No assessment

may be adopted unless the notice for the meeting to adopt assessments includes a statement that assessments will be considered.

As stated in the Covenants, the assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge and lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless assumed by such successor in title.

3. **Purpose of Assessments.** The assessments levied by the Association shall be used (1) to promote the recreation, health, safety and welfare of the residents in the Property, (2) for the improvement, maintenance and operation of the Common Areas, and (3) for paying general operating expenses.

4. **Reserve Funds.** The Board may establish and maintain one or more reserve funds for the periodic Homeowners, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the Association.

5. **Special Assessments.** In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose. In addition, the Board may assess a special assessment against any Owner:

(a) For the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Covenants as hereinafter provided or

(b) As a fine for the violation of the provisions of the Covenants. All fines shall be in an amount which is reasonable in relation to the nature and extent of the violation in the Covenants and shall be assessed in the manner provided in Florida Statutes 720.305, as more fully provided in this Article III.

6. **Uniform Rate of Assessment.** Assessments shall be fixed at a uniform rate for all Lots. Special Assessments shall be assessed in a fair and non-discriminatory manner based on the nature of the assessment and the benefits provided by the assessment. Owners shall not be required to pay assessments on any land in Eastside Village until such time as the land becomes a Lot, as specified in paragraph 7 below.

7. **Date of Commencement of Assessments; Due Dates.** The assessment for each Lot shall commence on the first day of the month following substantial completion (as defined in Article II, paragraph (9) above) of the Residence on the Lot.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by any two (2) members of the Board setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid by its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot. No Owner may escape liability for the assessments provided for herein by abandonment of his or her Lot.

In accordance with Florida Statutes 720.305 (2), the Board may suspend the rights of a member or a member's tenants, guests or invitees to use the Common Areas during any period in which such member shall be in default of payment of any assessment levied by the Association; provided the member will not be denied access to such owner's Lot over Development roads.

9. **Collection of Assessments.**

[a] If any assessment or other sum payable to the Association is not paid when due, the Member will be sent a demand letter. The DEMAND LETTER as to unpaid assessments may be in the form contained in Exhibit B, or such other form as determined by the Board.

[b] If the Member does not pay by the fifteenth [15th] day after the notice is delivered, a lien may be filed in the public records. The NOTICE OF LEIN may be in the form contained in Exhibit B.

(c) Pursuant to Florida Statute **720.3085, Payment for assessments; lien claims, additional forms and instructions are available to the homeowner. These are contained in their entirety in Exhibit B to these Amended Bylaws.**

10. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first institutional mortgage. Sale or transfer of any Lot under any circumstances shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due from the lien thereof.

11. **Fines.** In accordance with Florida Statutes 720.305 (2), the Association may levy fines of up to \$100.00 per violation, or otherwise penalize Members for violations of the Covenants by the Members, their guests, or their tenants. Owners shall be responsible for compliance by such Owner's guests and tenants with the rules and regulations of the Association and the Covenants.

No fine may exceed the amount provided by law from time to time. No fine or penalty shall be levied against a member until after the Association has provided notice thereof to the member concerned and afforded the member an opportunity to be heard on the matter. The foregoing notice and hearing shall not apply as to the levy of a late fee for non-payment of assessments.

The procedure for imposing fines (other than for failure to pay assessments) shall be as follows:

(i) A written or verbal complaint shall be made to the Board of Directors describing the nature of the violation and, if applicable, the time and date the violation occurred. The Board will use reasonable efforts to acknowledge receipt of the complaint; however, the failure to acknowledge the complaint shall not impair the validity of any fine assessed pursuant to the complaint.

(ii) Upon receipt of a complaint, the Board will designate a member of the Association to investigate the complaint. The person designated by the Board shall not be required to be a Board member.

(iii) If the person designated by the Board to investigate the complaint advises the Board that in such person's opinion a violation has occurred, a written warning will be issued by the Board and delivered to the member specifying the nature of the violation and advising the member that the member has 24 hours to remedy the violation.

If the violation is corrected within the 24 hour period following delivery of the warning and if the incident is the first violation by the member or the first violation of the particular provision of the Covenants, no penalty will be assessed for this initial violation.

(iv) If a subsequent written or verbal complaint is made to the Board of Directors concerning a new violation of the same provision of the Covenants by the same member, and if the Board finds a subsequent violation has occurred, a written notice of the violation will be given by the Board to the member. If the member so desires, within 14 days after receiving the written notice, the member may request a hearing before a committee appointed by the Board. The review committee, appointed by the board in accordance with Florida Statute 720.305(2), will not be an officer, director or employee of the association or the immediate family member of an officer, director or employee.

If no hearing is requested or if after the hearing, a majority of the committee approves the fine, the Board shall have the authority to impose the fine on the member, not to exceed \$100.00 per violation per day and not to exceed \$1,000 in the aggregate. If a hearing is requested and the committee does not approve the proposed fine, the fine will not be imposed. If the proposed fine or suspension levied by the board is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

(v) If a member fails to pay any fines assessed pursuant to this procedure within 90 days after the assessment is made, the Board shall have the right to bring a legal action to collect the fines and its reasonable attorney's fees and costs in connection with such action. This right shall be in addition to any and all other enforcement rights of the Association under the provisions of the Covenants.

The Board may adopt the same or a different procedure with respect to fines assessed for failure to pay assessments.

ARTICLE IV VOTING RIGHTS

The Members shall have the voting rights set forth in Article V of the Articles of Incorporation, as amended from time to time.

ARTICLE V BOARD OF DIRECTORS

Section 5.1 Selection: Terms of Office. The Board of Directors shall be elected at the time set forth in Section 5.2 and in the manner set forth in Article VI of these Bylaws.

Section 5.2 Election of Directors. At each annual meeting, a majority of the Members shall elect a Board of Directors consisting of nine (9) Members to serve for a one (1) year term beginning the next fiscal year.

Section 5.3 Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors. The person selected by the Board shall hold office until his or her successor is elected at the next annual meeting of the Members or at any special meeting duly called for that specific purpose.

ARTICLE VI MEETINGS OF MEMBERS AND ELECTIONS

Section 6.1 Annual Meeting. The regular annual meeting of the Members shall be held on the second Tuesday in February of each ensuing year at a time to be set by the Board provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the annual meeting shall be determined by the Board of Directors. The terms of the members of the Board of Directors shall expire at the end of the fiscal year following the election of their successors at the annual meeting. Any Member desiring to be a candidate for the Board of Directors shall comply with Section 6.3.2 below.

Section 6.2 Special Meetings of Members. Special meetings of Members may be called at any time by the President, Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors. Business conducted at special meetings shall be limited to the purposes described in the notice of special meeting. Special meetings of Members may also be called upon the written request of ten Members.

Section 6.3 Notice of Meetings of Members.

6.3.1 Special Meetings of Members. Notice of special meetings shall be mailed at least ten (10) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted. Notice of special meetings of Members shall be given to the Members by the Secretary either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed or delivered to him at such address. As an alternate, notices may appear in a periodic newsletter or by posting a notice in the Clubhouse. The notice of special meeting must include a description of the purpose or purposes of the meeting.

6.3.2 Annual Meeting of Members. At least 60 days prior to the scheduled date of the Annual Meeting, the Association shall give the Members (whether by separate mailing, hand delivery, notice in a periodic newsletter, or by posting a notice in the Clubhouse) a first notice of the date of the annual meeting and election. Any member desiring to be a candidate for the Board of Directors may notify the Secretary of the Association or other person designated by the Board of Directors at least 30 days before the scheduled election that such Member desires to be a candidate. Any Member may nominate any other Member in like manner so long as such Member consents to be nominated. At least 30 days before the annual meeting and election, the Association shall mail or deliver a Second Notice of the annual meeting together with a ballot which shall list all candidates to the Members. Upon request of any candidate, the mailing will include an information sheet no larger than 8 ½ by 11

inches, printed on one side only, furnished by the candidate to be included in the mailing of the ballots.

The Second Notice of the Annual Meeting of Members shall be given to the Members by the Secretary either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and the Second Notice of annual meeting shall be mailed or delivered to him at such address. As an alternate, notice may appear in a periodic newsletter or by posting a notice in the Clubhouse.

In accordance with Florida Statutes 720.306 (9), any Member may also nominate himself or herself at the meeting where the election is to be held.

Section 6.4 Quorum for Members Meeting. The percentage of voting interests required to constitute a quorum at a meeting of the Members shall be 30% of the Lots.

Notwithstanding the foregoing, there shall be no quorum required for the election of members to the Board of Directors. Elections of members to the Board of Directors shall be decided by the plurality of this ballots cast.

Section 6.5 Announcement of Results. The result of the election may be announced at the annual meeting or by written announcement to the Members. After the announcement of the results unless a review of the procedure is demanded by any Member within ten (10) days after election, the results shall thereupon be final.

Section 6.6 Participation in Meetings. Members shall have the right to participate in any meeting of the Members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Member participation.

Section 6.7 Records. Minutes of the Members meetings shall be kept in a businesslike manner and available for inspection by Owners or their representatives at all reasonable times. Minutes shall be retained for at least seven years.

Section 6.8 Proxies. To be valid, a proxy must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as such meeting is adjourned. A proxy may be revoked at the pleasure of the person who gave it. If the proxy so provides, any proxy holder may appoint, in writing, a substitute to act in his place.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1 Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

Section 7.2 Director Absences. In the event that any member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of directors as set forth in these Bylaws shall become operative.

Section 7.3 Duties. It shall be the duty of the Board of Directors:

7.3.1 To keep a complete record of all its acts and corporate affairs and to make reports of major acts and financial condition to the Members at the annual meeting or by written report in lieu of a report at the annual meeting.

7.3.2 To supervise all officers, agents and employees of the Association.

7.3.3 To fix the amount of the annual Assessment against each Lot owned by a Member at least thirty (30) days in advance of the date any payment of such Assessment is due. Notice of any meeting in which assessments against Lots are to be considered or established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

7.3.4 To prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member, and to send written notice of each Assessment to every Member.

7.3.5 To issue, or cause, any two (2) members of the Board to issue upon demand by any person, a certificate setting forth whether all assessments against a Lot have been paid and identifying the amount of any unpaid Assessment and the period to which such unpaid Assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any Assessment which is stated to have been paid.

7.3.6 To obtain and maintain an insurance policy or insurance policies for the protection of the Association covering the Common Areas and covering such risks and with such deductible amounts as the Board of Directors shall determine.

7.3.7 To make available to owners and lenders, and to holders, insurers or guarantors of any first mortgage current copies of the Covenants, Articles, Bylaws, other rules concerning the project, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Board may impose reasonable fees to cover the cost of making copies of official records. 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 its actual costs for reproducing and furnishing these documents to those persons entitled to receive them.

7.3.8 To provide to any holder of a first mortgage, upon written request, a financial statement for the immediately preceding fiscal year.

7.3.9 To make, amend, and rescind from time to time operating rules of the Common Areas and the Association and to assess fines or other penalties for violation of the Covenants and the operating rules.

ARTICLE VIII

DIRECTORS MEETINGS

Section 8.1 Time and Place of Directors Meetings. Meetings of the Board of Directors may be held at the Eastside Village Clubhouse in Columbia County, Florida, unless the same is otherwise unavailable. If the Clubhouse is unavailable, meetings shall be held at a location in Columbia County, Florida designated by the President of the Association. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of the Members. Regular meetings of the Board of Directors may be held from time to time to be determined by the Board of Directors.

Section 8.2 Notice of Directors Meetings. Except in an emergency, notice of regular or special meetings of the Board of Directors is required. Notice shall be sufficient if posted on the bulletin board of the Clubhouse at least 48 hours prior to the meeting of the Directors. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

Section 8.3 Special Meetings of Directors. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hour's notice to each Director except in the case of an emergency.

Section 8.4 Waivers, Consents and Approvals. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approval shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5 Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6 Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting until a new agreed time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted with notice as provided in Section 8.2 above.

Section 8.7 Open Board Meetings. Meetings of the Board of Directors shall be open to all Members and notice of meeting shall be posted on the bulletin board of the Clubhouse at least forty-eight [48] hours prior to the meeting except in an emergency. Notice of any meeting in which assessments against Lots

are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments. Except for the election of officers, directors may not vote by secret ballot.

The right of Members to attend meetings of the Board of Directors includes the right to speak at such meetings with reference to all designated agenda items; however, the Board may adopt reasonable rules governing the timing, frequency, duration, and manner of all Member statements at Board meetings.

Section 8.8 Records. Minutes of the Board of Directors shall be kept in a businesslike manner and available for inspection by Owners or their representatives at all reasonable times. Minutes shall be retained for at least seven years.

The Association shall also maintain all other records required by the laws of the State of Florida and the United States.

ARTICLE IX OFFICERS

Section 9.1 Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. If deemed necessary by the Board, there may also be an Assistant Treasurer and an Assistant Secretary. The President shall be a Member of the Board of Directors.

Section 9.2 Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3 Term. All officers shall hold office during the pleasure of the Board of Directors.

Section 9.4 President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, leases, mortgages, deeds and all other written instruments as may be incidental to resolutions of the Board of Directors and the proper operation of the Association.

Section 9.5 Vice President. The Vice President shall perform all the duties of the President in his absence.

Section 9.6 Secretary. The Secretary shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all Members of the Association together with their addresses as registered by such Members. The Secretary shall maintain records of all correspondence to and from the Association and perform such other duties as requested by the President.

Section 9.7 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget approved by the Owners as subsequently adopted by the Board. The Treasurer shall keep proper books of account and cause financial statements to be made at the completion of each fiscal year and delivered to or made available to each owner in accordance with Florida Statutes 720.303 (7) not later than 120 days after the end of the fiscal year. The financial report must show receipts and expenditures by classification and the beginning and ending cash balance of the association. The Treasurer shall prepare the annual budgets and an annual balance sheet statement and statement of receipts and disbursements and the budget, balance sheet and statement of receipts and disbursements shall be presented to the Membership at or before its regular annual meeting. All checks written by the Treasurer shall bear two official signatures as authorized by the current bank signature card or bank resolution.

Section 9.8 Assistant Secretary and Assistant Treasurer. They shall have such duties as may be assigned to them by the Board.

ARTICLE X COMMITTEES

Section 10.1 Standing Committees. The Board of Directors may appoint such standing committees as it deems desirable. Each standing committee shall consist of a Chairman and two (2) or more Members and shall include a member of the Board of Directors. The standing committees may be appointed by the Board of

Directors immediately after each annual meeting to serve for a one (1) year term beginning the next fiscal year until the close of that fiscal year and after the next annual meeting, when and if a replacement committee is appointed.

Section 10.2 Review of Complaints. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI PROXIES

Section 11.1 Form of Vote. At all meetings of Members, each Member entitled to vote may vote in person for election of directors or by limited proxy as to other matters. Members shall vote in person at a meeting of the homeowners or by a ballot that the Member casts in person or by mail or hand delivery. No person shall permit any other person to complete and vote his ballot. The regular election of directors shall occur on the date of the annual meeting.

Section 11.2 Proxies. All proxies shall be in writing, signed by ALL owners of the Lot for which such proxy is given, and filed with the Secretary of the Association. Any proxy shall be effective only for a specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxy shall extend beyond a period of 90 days after the date of the first meeting for which it was given.

ARTICLE XII LENDER'S NOTICES

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address of the Lot on which a security interest is held, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

Section 12.1 Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage.

Section 12.2 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 12.3 Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 12.4 Any action which affects title to Common Areas owned by the Association.

ARTICLE XIII INSURANCE AND FIDELITY BONDS

Section 13.1 To the extent that coverage is available at a reasonable cost, the Association will maintain in effect casualty and liability insurance and fidelity bond coverage as specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements.

Section 13.2 There shall be no judicial partition of the Common Areas owned by the Association or any other part thereof, nor shall any person acquiring any interest in the Common Areas or any part thereof seek such judicial partition. This provision may not be amended without the consent of all Members and the holders of mortgages on Lots.

ARTICLE XIV INDEMNIFICATION

Section 14.1 Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party of any threatened, pending or completed action, suit or proceeding, or appeal there from, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a partnership, joint venture, trust or other enterprise (including

without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 14.2 Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal there from, to procure a judgment in its favor by reason of the fact that he is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a partnership, joint venture, trust or other enterprise (including without limitation any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amount paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 14.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 14.3 Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 14.1 or 14.2 of this Article XIV, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 14.4 Determination of Propriety of Indemnification. No person seeking indemnification under Section 14.1 or 14.2 of this Article XIV shall be indemnified unless pursuant to a determination by a court or unless the Board of directors or the Members in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification rights to any person (including without limitation those persons referred to in Sections 14.1 and 14.2 of this Article XIV), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE XV RESERVES

Section 15.1 Reserves for Replacement. Unless otherwise determined by 2/3's of the Members present at an annual meeting or special meeting, the Association is required to establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to the common areas which the Association may be obligated to maintain. The fund is maintained out of regular assessments for common expenses.

ARTICLE XVI INSPECTION OF BOOKS AND PAPERS

The bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection by any member and by any holder of a first mortgage on any Lot.

**ARTICLE XVII
PARLIAMENTARY RULE**

Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Covenants or the Articles of Incorporation.

**ARTICLE XVIII
AMENDMENTS**

These Bylaws and the Articles of Incorporation of the Association may be amended upon:

- (a) Approval by two-thirds (2/3) of the entire membership of the Association; or
- (b) Approval by two-thirds of the Members present and voting at any annual or special meeting of the Association provided not less than a majority of the entire membership of the Association approve the amendment.

**ARTICLE XIX
CONFLICTS**

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

**ARTICLE XX
DISCLOSURE SUMMARY**

Under current law, a prospective purchaser in a community must be presented with a disclosure statement before executing a contract for sale to purchase any Lot in the community. The disclosure must be supplied by the association, or by the owner of the Lot.

Under current law, Florida Statutes 720.401, the DISCLOSURE SUMMARY must be in a form substantially similar to the form contained in Exhibit B.

**ARTICLE XXI
HOUSING FOR OLDER PERSONS**

Eastside Village was designed and marketed to the Members as a retirement community and the Association provides significant facilities, activities and services which are designed to meet the physical and social needs of older persons. The rules and regulations contained in the Covenants and those adopted by the Board shall be interpreted in manner which recognizes the special sensitivities and needs of older persons, particularly those regarding loud or excessive noise, offensive activities, and nuisances, which requirements may be more stringent than customary in other communities.

While Lots may be owned by persons of any age, to preserve Eastside Village as a community for older persons under applicable laws, each Lot in Eastside Village must have at least one (1) permanent occupant who is fifty-five (55) years of age or older. A surviving spouse who is a permanent occupant under the age of fifty-five (55) years and who was the spouse of a permanent occupant fifty-five (55) years of age or older, may remain as a permanent occupant, provided that at least eighty percent (80%) of the Lots occupied since September 13, 1988, are occupied by at least one (1) person fifty-five (55) years of age or older. A "permanent occupant" shall be defined as all persons who occupy a Lot for more than eight (8) weeks in any calendar year.

In addition, all permanent occupants of a Lot must be at least twenty-one (21) years of age or older.

**ARTICLE XXII
RULES AND REGULATIONS**

The Board of Directors may, from time to time, adopt reasonable rules and regulations applicable to all Lots and Members. The procedure for adopting rules and regulations shall be as follows:

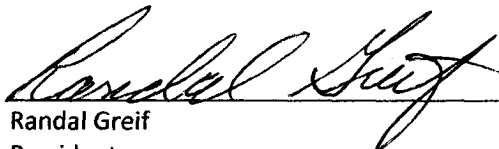
- (a) The Board shall post a copy of each rule or regulation proposed for adoption in the Clubhouse together with notice of the meeting date and time at which the rule or regulation will be considered.
- (b) Prior to adoption of the rule or regulation, Members will be provided with a reasonable opportunity to address the Board and speak for or against adoption of the rule or regulation.
- (c) The Board shall designate the time on which the rule will take effect and may provide for grand fathering existing violations and for reasonable, temporary, relief from hardship caused by strict enforcement of a rule or regulation in limited or special cases.

CERTIFICATE OF ADOPTION

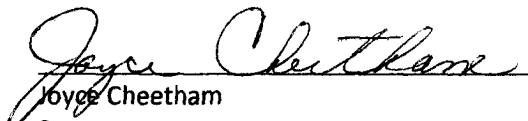
THE UNDERSIGNED PRESIDENT AND SECRETARY OF THE ASSOCIATION HEREBY CERTIFY THAT THE FOREGOING AMENDED AND RESTATED BYLAWS WERE DULY APPROVED AND ADOPTED BY THE MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS AND THAT THE BOARD OF DIRECTORS WERE GIVEN A VOTE OF CONCURRENCE/CONFIDENCE BY 67% OF THE MEMBERS OF THE ASSOCIATION (PRESENT OR BY PROXY) AT A MEETING OF THE ASSOCIATION HELD ON November 12, 2019.

Witnesses: EASTSIDE VILLAGE HOMEOWNERS ASSOCIATION, INC.,
a Florida Corporation
189 SE Claudia Way, Lake City, FL 32025

By: /s/
Printed:


Randal Greif
President

Attest: /s/
Printed:


Joyce Cheetham
Secretary

(Corporate Seal)
Mailing Address: as above

EXHIBIT "A"
Description of Eastside Village Development

- (a) Eastside Village (Plat Book 5, pages 115 and 115A); Covenants recorded in Official Records Book 644, pages 349-351, Columbia County, Florida (consisting of 102 Lots);
- (b) Eastside Village Unit 2 (Plat Book 5, pages 137 and 137A); Covenants recorded in Official Records Book 679, pages 348-350, Columbia County, Florida (consisting of 47 Lots);
- (c) Eastside Village Unit III (Plat Book 6, page 65); Covenants recorded in Official Records Book 750, pages 2030-2032, Columbia County, Florida (consisting of 10 Lots);
- (d) Eastside Village Unit IV (Plat Book 6, page 66); Covenants recorded in Official Records Book 750, pages 2034-2036, Columbia County, Florida (consisting of 13 Lots);
- (e) Eastside Village Unit 5 (Plat Book 6, pages 111 and 112); Covenants recorded in Official Records Book 795, pages 2149-2151, Columbia County, Florida as amended in Official Records Book 796, pages 434-436, Columbia County, Florida (consisting of 24 Lots);
- (f) Eastside Village Unit 6 (preliminary plat); Covenants to be recorded in Official Records in Columbia County, Florida at the time the plat is recorded (to consist of not more than 59 Lots when platted, one of which lots will be Common Area, as defined in these Bylaws);
- (g) Lots 1, 2, and 3 of Suzanne Subdivision, Unit 5, according to Plat Recorded in Plat Book 4, page 100, Columbia County, Florida; Joinder in Covenants and Restrictions for Eastside Village Unit II, pursuant to Joinder recorded in Official Records Book 0817, page 0468-0469 of the public records of Columbia County, Florida (consisting of 1 Lots);
- (h) Unplatted Lot described in deed recorded in Official Records Book 7592, page 33, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village Unit II, pursuant to Joinder recorded in Official Records Book 0817, page 0546-0547 of the public records of Columbia County, Florida (consisting of 1 Lot);
- (i) Unplatted land bearing tax identification number 7017-002 (containing 2.28 acres); Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0466-0467 of the public records of Columbia County, Florida (to consist of not more than 1 Lot when improved with a Residence);
- (j) Unplatted land bearing tax identification number 7017-000 (containing 4.22 acres); Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0544-0545 of the public records of Columbia County, Florida (to consist of not more than 1 Lot when improved with a Residence);
- (k) Lot 55 (less the North 95 feet of Lot 55), Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0544-0545 of the public records of Columbia County, Florida (to consist of 1 Lot when improved with a Residence);
- (l) Part of Lot 57, Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder

recorded in Official Records Book 0817, page 0472-0473 of the public records of Columbia County, Florida (consisting of 1 Lot);

(m) Lot 22, Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0544-0545 of the public records of Columbia County, Florida (consisting of 1 Lot);

(n) Lot 23, Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0544-0545 of the public records of Columbia County, Florida (consisting of 1 Lot);

(o) Lot 24, Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0544-0545 of the public records of Columbia County, Florida (consisting of 1 Lot);

(p) Lot 25, Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0544-0545 of the public records of Columbia County, Florida (consisting of 1 Lot);

(q) Lot 58, Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida; Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0544-0545 of the public records of Columbia County, Florida (consisting of 1 Lot); and,

(r) Part of Lot 1, Catalina Subdivision, according to plat recorded in Plat Book 4, pages 87 and 87A, Columbia County, Florida (tax identification number 7018-001); Joinder in Covenants and Restrictions of Eastside Village, pursuant to Joinder recorded in Official Records Book 0817, page 0470-0471 of the public records of Columbia County, Florida (consisting of 1 Lot).

EXHIBIT B"
Suggested Forms and Instructions

The following instructions and suggested forms have been taken from Florida Statutes 720.3085 Payment for assessments; lien claims.—

(1) When authorized by the governing documents, the association has a lien on each parcel to secure the payment of assessments and other amounts provided for by this section. Except as otherwise set forth in this section, the lien is effective from and shall relate back to the date on which the original declaration of the community was recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the parcel is located. This subsection does not bestow upon any lien, mortgage, or certified judgment of record on July 1, 2008, including the lien for unpaid assessments created in this section, a priority that, by law, the lien, mortgage, or judgment did not have before July 1, 2008.

(a) To be valid, a claim of lien must state the description of the parcel, the name of the record owner, the name and address of the association, the assessment amount due, and the due date. The claim of lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney fees incurred by the association incident to the collection process. The person making payment is entitled to a satisfaction of the lien upon payment in full.

(b) By recording a notice in substantially the following form, a parcel owner or the parcel owner's agent or attorney may require the association to enforce a recorded claim of lien against his or her parcel:

NOTICE OF CONTEST OF LIEN

TO: Eastside Village Homeowners Association

You are notified that the undersigned contests the claim of lien filed by you on , (year) , and recorded in Official Records Book at page , of the public records of County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days following the date of service of this notice. Executed this day of , (year) .

Signed: (Owner or Attorney)

After the notice of a contest of lien has been recorded, the clerk of the circuit court shall mail a copy of the recorded notice to the association by certified mail, return receipt requested, at the address shown in the claim of lien or the most recent amendment to it and shall certify to the service on the face of the notice. Service is complete upon mailing. After service, the association has 90 days in which to file an action to enforce the lien and, if the action is not filed within the 90-day period, the lien is void. However, the 90-day period shall be extended for any length of time that the association is prevented from filing its action because of an automatic stay resulting from the filing of a bankruptcy petition by the parcel owner or by any other person claiming an interest in the parcel.

(c) The association may bring an action in its name to foreclose a lien for assessments in the same manner in which 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 an action to foreclose a lien or an action to recover a money judgment for unpaid assessments.

(d) A release of lien must be in substantially the following form:

RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of \$, hereby waives and releases its lien and right to claim a lien for unpaid assessments through , (year) , recorded in the Official Records Book at Page , of the public records of County, Florida, for the following described real property:

(PARCEL NO. OR LOT AND BLOCK) OF (subdivision name) SUBDIVISION AS SHOWN IN THE PLAT THEREOF, RECORDED AT PLAT BOOK , PAGE , OF THE OFFICIAL RECORDS OF COUNTY, FLORIDA.

(or insert appropriate metes and bounds description here)

(Signature of Authorized Agent) (Signature of Witness)

(Print Name) (Print Name)

(Signature of Witness)

(Print Name)

Sworn to (or affirmed) and subscribed before me this day of , (year) , by (name of person making statement) .

(Signature of Notary Public)

(Print, type, or stamp commissioned name of Notary Public)

Personally Known OR Produced as identification.

(e) If the parcel owner remains in possession of the parcel after a foreclosure judgment has been entered, the court may require the parcel owner to pay a reasonable rent for the parcel. If the parcel is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver must be paid by the party who does not prevail in the foreclosure action.

(f) The association may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel.

(2) (a) A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made.

(b) A parcel owner is jointly and severally liable with the previous parcel 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 present parcel owner may have to recover any amounts paid by the present owner from the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present parcel owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

(c) Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or
2. One percent of the original mortgage debt.
The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit **against the parcel owner and initially joined the association as a defendant in the mortgagee foreclosure** action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.
(d) An association, or its successor or assignee, that acquires title to a parcel through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the association's acquisition of title in favor of any other association, as defined in s. 718.103(2) or s. 720.301(9), which holds a superior lien interest on the parcel. This paragraph is intended to clarify existing law.
- (3) Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the rate provided in the declaration of covenants or the bylaws of the association, which rate may not exceed the rate allowed by law. If no rate is provided in the declaration or bylaws, interest accrues at the rate of 18 percent per year.
(a) If the declaration or bylaws so provide, the association may also charge an administrative late fee not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date.
(b) Any payment received by an association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine.
- (4) A homeowners' association may not file a record of lien against a parcel for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the association pursuant to its governing documents has been made by the association. The written notice or demand must:
(a) Provide the owner with 45 days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand. The notice must be in substantially the following form:

NOTICE OF INTENT
TO RECORD A CLAIM OF LIEN

RE: Parcel or (lot/block) (lot/parcel number) of (name of association)

The following amounts are currently due on your account to (name of association) , and must be paid within 45 days after your receipt of this letter. This letter shall serve as the association's notice of intent to record a Claim of Lien against your property no sooner than 45 days after your receipt of this letter, unless you pay in full the amounts set forth below:

Maintenance due (dates) \$.

Late fee, if applicable \$.

Interest through (dates) * \$.

Certified mail charges \$.

Other costs \$.

TOTAL OUTSTANDING \$.

*Interest accrues at the rate of (15 %) fifteen percent per annum.

(b) Be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

(5) The association may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that 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 action to foreclose the lien may not be brought until 45 days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount. The notice must be given in the manner provided in paragraph (4)(b), and the notice may not be provided until the passage of the 45 days required in paragraph (4)(a). The notice must be in substantially the following form:

DELINQUENT ASSESSMENT

This letter is to inform you a Claim of Lien has been filed against your property because you have not paid the (type of assessment) assessment to (name of association) . The association intends to foreclose the lien and collect the unpaid amount within 45 days of this letter being provided to you.

You owe the interest accruing from (month/year) to the present. As of the date of this letter, the total amount due with interest is \$. All costs of any action and interest from this day forward will also be charged to your account.

Any questions concerning this matter should be directed to (insert name, addresses, and telephone numbers of association representative) .

(a) The association may recover any interest, late charges, costs, and reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.

(b) The time limitations in this subsection do not apply if the parcel is subject to a foreclosure action or forced sale of another party, or if an owner of the parcel is a debtor in a bankruptcy proceeding.

(6) If after service of a summons on a complaint to foreclose a lien the parcel is not the subject of a mortgage foreclosure or a notice of tax certificate sale, the parcel owner is not a debtor in bankruptcy proceedings, or the trial of or trial docket for the lien foreclosure action is not set to begin within 30 days, the parcel owner may serve and file with the court a qualifying offer at any time before the entry of a foreclosure judgment. For purposes of this subsection, the term "qualifying offer" means a written offer to pay all amounts secured by the lien of the association plus amounts accruing during the pendency of the offer. The parcel owner may make only one qualifying offer during the pendency of a foreclosure action. If a parcel becomes the subject of a mortgage foreclosure or a notice of tax certificate sale while a qualifying offer is pending, the qualifying offer becomes voidable at the election of the association. If the parcel owner becomes a debtor in bankruptcy proceedings while a qualifying offer is pending, the qualifying offer becomes void.

(a) The parcel owner shall deliver a copy of the filed qualifying offer to the association's attorney by hand delivery, obtaining a written receipt, or by certified mail, return receipt requested.

(b) The parcel owner's filing of the qualifying offer with the court stays the foreclosure action for the period stated in the qualifying offer, which may not exceed 60 days following the date of service of the qualifying offer and no sooner than 30 days before the date of trial, arbitration, or the beginning of the trial docket, whichever occurs first, to permit the parcel owner to pay the qualifying offer to the association plus any amounts accruing during the pendency of the offer.

(c) The qualifying offer must be in writing, be signed by all owners of the parcel and the spouse of any owner if the spouse resides in or otherwise claims a homestead interest in the parcel, be acknowledged by a notary public, and be in substantially the following form:

QUALIFYING OFFER
AUTOMATIC STAY INVOKED
PURSUANT TO F.S. 720.3085

I/We, [Name(s) of Parcel Owner(s)], admit the following:

1. The total amount due the association is secured by the lien of the association.
2. The association is entitled to foreclose its claim of lien and obtain a foreclosure judgment for the total amount due if I/we breach this qualifying offer by failing to pay the amount due by the date specified in this qualifying offer.
3. I/We will not permit the priority of the lien of the association or the amounts secured by the lien to be endangered.
4. I/We hereby affirm that the date(s) by which the association will receive \$ [specify amount] as the total amount due is [specify date, no later than 60 days after the date of service of the qualifying offer and at least 30 days before the trial or arbitration date], in the following amounts and dates:
5. I/We hereby confirm that I/we have requested and have received from the homeowners' association a breakdown and total of all sums due the association and that the amount offered above is equal to or greater than the total amount provided by the association.
6. This qualifying offer operates as a stay to all portions of the foreclosure action which seek to collect unpaid assessments as provided in s. 720.3085.

Signed: (Signatures of all parcel owners and spouses, if any)

Sworn to and subscribed this (date) day of (month) , (year) , before the undersigned authority.

Notary Public: (Signature of notary public)

If the parcel owner makes a qualifying offer under this subsection, the association may not add the cost of any legal fees incurred by the association within the period of the stay other than costs acquired in defense of a mortgage foreclosure action concerning the parcel, a bankruptcy proceeding in which the parcel owner is a debtor, or in response to filings by a party other than the association in the lien foreclosure action of the association.

7. If the parcel owner breaches the qualifying offer, the stay shall be vacated and the association may proceed in its action to obtain a foreclosure judgment against the parcel and the parcel owners for the amount in the qualifying offer and any amounts accruing after the date of the qualifying offer.

(8)(a) If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel.

The association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the homeowners' association and continue doing so until the association notifies you otherwise.

Payment due the homeowners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address) , payable to (name) .

Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.

Pursuant to section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

2. A tenant is immune from any claim by the parcel owner related to the rent timely paid to the association after the association has made written demand.

(b) If the tenant paid rent to the landlord or parcel owner for a given rental period before receiving the demand from the association and provides written evidence to the association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the association for the following rental period and shall continue making rental payments to the association to be credited against the monetary obligations of the parcel owner until the association releases the tenant or the tenant discontinues tenancy in the unit. The association shall, upon request, provide the tenant with written receipts for payments made. The association shall mail written notice to the parcel owner of the association's demand that the tenant pay monetary obligations to the association.

(c) The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the association.

(d) The association may issue notice under s. 83.56 and sue for eviction under ss. 83.59-83.625 as if the association were a landlord under part II of chapter 83 if the tenant fails to pay a monetary obligation. However, the association is not otherwise considered a landlord under chapter 83 and specifically has no obligations under s. 83.51.

(e) The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a parcel owner to vote in any election or to examine the books and records of the association.

(f) A court may supersede the effect of this subsection by appointing a receiver.

History.—s. 1, ch. 2007-183; s. 1, ch. 2008-175; s. 26, ch. 2010-174; s. 20, ch. 2011-196; s. 7, ch. 2013-218; s. 6, ch. 2014-146.

720.30851 Estoppel certificates.—Within 10 business days after the date on which a request for an estoppel certificate is received from a parcel owner or mortgagee, or his or her designee, the association shall provide a certificate signed by a board member or authorized agent of the association stating all assessments and other monies owed to the association by the parcel owner or mortgagee with respect to the parcel. An association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. An estoppel certificate that is hand delivered or sent by electronic means is effective for 30 days. An estoppel certificate that is sent by regular mail is effective for 35 days.

(1) Any person other than a parcel owner who relies upon a certificate receives the benefits and protection thereof.

(2) A summary proceeding pursuant to s. 51.011 may be brought to compel compliance with this section, and the prevailing party is entitled to recover reasonable attorney's fees.

(3) The authority to charge a fee for the certificate shall be established by a written resolution adopted by the board or provided by a written management, bookkeeping, or maintenance contract and is payable upon the preparation of the certificate. If the certificate is requested in conjunction with the sale or mortgage of a parcel but the closing does not occur and no later than 30 days after the closing date for which the certificate was sought the preparer receives a written request, accompanied by reasonable documentation, that the sale did not occur from a payor that is not the parcel owner, the fee shall be refunded to that payor within 30 days

after receipt of the request. The refund is the obligation of the parcel owner, and the association may collect it from that owner in the same manner as an assessment as provided in this section.

The following additional forms are taken from these previously amended By-laws:

DEMAND LETTER

Name of the Lot Owners as they appear on the deed.

Address

Re: Eastside Village Homeowners Association, Inc.;

Second Notice of Assessments for the Period _____ to

Dear _____

The Assessment for the Period _____ through _____ on your Eastside Village Property [being Lot[s] _____ of Eastside Village Unit _____ has not been paid. The sum of \$ _____ is presently due and payable. The computation of this figure is set forth as follows:

Assessments for the	
Period _____	
Through _____	\$ _____
Accrued Interest	\$ _____
Costs	\$ _____
TOTAL	\$ _____

1. The amount of the debt is more particularly described above [the "Debt"]
2. The name of the creditor to whom the debt is owed is Eastside Village Maintenance Association, Inc., [the "Creditor"]. Eastside Village Maintenance Association, Inc. is the original creditor.
3. The Debt will be assumed to be valid unless you dispute, within fifteen [15] days from the receipt of this notice, the validity of the Debt or some portion thereof.
4. If you notify the Creditor that you dispute the Debt of any portion thereof, the Creditor will re-verify the Debt and will mail you a copy of the verification. You may request a meeting with the Board of Directors of the Association if you wish to dispute the Debt.
5. Written request for verification and/or a meeting with the Board of Directors should be addressed to: [Name] whose address is: _____.
6. If the Board re-verifies the Debt and/or determines that the Debt is owed, a Notice of Lien will be filed unless the Debt is paid within _____ days after you are notified in writing that the Debt has been re-verified and/or the Debt is due and payable.

The Association plans to file a Notice of Lien against your property unless you either dispute the validity of the Debt described above or send us your check, payable the Eastside Village Maintenance Association, Inc., in the amount specified above. We must receive your response on or before fifteen [15] days after your receipt of this letter.

[SIGNATURE]

NOTICE OF LIEN

**KNOW ALL MEN BY THESE PRESENTS, THAT;
EASTSIDE VILLAGE HOMEOWNERS ASSOCIATION
A Florida Corporation not-for-profit, located at 189 SE Claudia Way, Lake City, FL 32025**

Has and claims a lien upon the following described parcel of real property situate, lying and being in Columbia County, Florida.

Lot(s) _____ of Eastside Village, according to Plat thereof recorded in Plat Book _____, page(s) _____ of the public records of Columbia County, Florida, which parcel is apparently owned by _____.

The lien arises pursuant to the Declaration of Restrictions and Protective Covenants for the land recorded in Official Records Book, _____ Page(s) _____ of the public record of Columbia County, Florida, as amended of (Protective Covenants) and the Bylaws of Eastside Village Homeowners Association, Inc. ("Bylaws"), and is hereby claimed for the assessment for the period of _____, though, _____ inclusive, in the total amount of \$ _____ which remains unpaid, and as provided in the Protective Covenants and the Bylaws, such lien:

- (1) Attaches as of date this lien is filed;
- (2) Includes interest from the date of filing this lien at the highest lawful rate;
- (3) Secures the payment of costs of the proceedings to collect the Assessment or enforce this lien, including reasonable legal fees.

IN WITNESS WHEREOF, Eastside Village Homeowners Association, Inc. has caused this Notice of Lien to be executed this _____ day of _____.

EASTSIDE VILLAGE HOWMERS ASSOCIATION, INC.
A Florida Corporation not-for-profit

BY: _____
PRINT NAME:

As its _____, President

STATE OF FLORIDA
COUNTY OF COLUMBIA

Being first duly sworn, deposes and says that the foregoing is true and correct to The best of his knowledge and belief.

The foregoing instrument was acknowledged before me this _____th day of _____, by _____, who is personally known to me or who produced a Florida Driver's License #: _____ as identification and who did / did not take an oath.
Notary Public – State of Florida

DISCLOSURE SUMMARY

DISCLOSURE PRIOR TO SALE OF RESIDENTIAL PARCELS

720.401 Prospective purchasers subject to association membership requirement; disclosure required; covenants; assessments; contract cancellation.

720.402 Publication of false and misleading information.

720.401 Prospective purchasers subject to association membership requirement; disclosure required; covenants; assessments; contract cancellation.—

(1)(a) A prospective parcel owner in a community must be presented a disclosure summary before executing the contract for sale. The disclosure summary must be in a form substantially similar to the following form:

DISCLOSURE SUMMARY FOR EASTSIDE VILLAGE HOMEOWNERS ASSOCIATION

1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER . YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER .
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ PER .
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE:

PURCHASER:

(1) The disclosure must be supplied by the developer or by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the disclosure summary required by this section.

(b) Each contract entered into for the sale of property governed by covenants subject to disclosure required by this section must contain in conspicuous type a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

(c) If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice canceling the contract within 3 days after receipt of the disclosure summary or prior to closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.

(2) This section does not apply to any association regulated under chapter 718, chapter 719, chapter 721, or chapter 723; and also does not apply if disclosure regarding the association is otherwise made in connection with the requirements of chapter 718, chapter 719, chapter 721, or chapter 723.