

BYLAWS

of

Oak Haven Condominiums Association, Inc.,
a Florida Not-For-Profit Corporation

[Exhibit "C" to the Declaration of Condominium of Oak Haven Condominiums]

ARTICLE I IDENTITY

These are the Bylaws of Oak Haven Condominiums Association, Inc., a corporation not-for-profit under the laws of the State of Florida, hereinafter referred to as the "Association" and under the Articles of Incorporation (the "Articles") which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of administering a condominium upon certain lands in Leon County, Florida known as Oak Haven Condominiums (the "Condominium"), in accordance with the Declaration of Condominium of Oak Haven Condominiums (the "Declaration").

§1.1 . Office. The office of the Association shall be at 720 Kennesaw Avenue, Marietta, GA 30060, or at such other place as may be designated by the board of directors from time to time.

§1.2. Fiscal Year. The fiscal year of the Association shall be JANUARY 1 through DECEMBER 31. The fiscal year may be changed in the discretion of the Board.

§1.3. Seal. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not-for-Profit," and the year of incorporation.

§1.4. Terms. The terms used in these Bylaws shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires. Capitalization, or lack thereof, throughout these Bylaws, shall not change the meanings of the words defined below.

The Association shall maintain a current copy of Chapter 718, Florida Statutes, at the office location of the Association, as well as all rules and regulations applicable to condominiums as adopted by the Division.

ARTICLE II MEMBERSHIP, VOTING, AND CONTROL

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

§ 2.1. Membership. Membership of each Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association.

§ 2.2. Votes and Proxies. All Owners are members of the Association, and no other persons or entities are entitled to membership. Each Unit shall have one (1) vote in the Association. The vote of the Owner must be cast by its voting representative. Voting representatives for Units owned by more than one person or by a corporation or other entity must be cast by the voting representative named in a voting certificate signed or accepted by all of the Owners of that Unit and filed with the secretary of the Association. Each voting certificate will be valid until revoked by a subsequently executed and filed voting certificate. Notwithstanding anything in these Bylaws to the contrary, the number of votes allocated to each Owner as set forth herein is an appurtenance to the Owner's Unit. Consequently, no change or amendment may be made to the number of votes allocated to each Owner without the unanimous approval of all of the Owners.

Pursuant to § 718.112(2)(b)2., unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance § 718.112(2)(f)2.; for votes to waive financial reporting requirements of § 718.111(13); for votes taken to amend the declaration pursuant to § 718.110; for votes taken to amend the articles of incorporation or bylaws; and for any other matter for which Chapter 718 requires or permits a vote of the unit owners. Except as

provided in § 718.112(2)(d), no proxy, limited or general, shall be used in the election of board members; provided, however, that pursuant to Rule 61B-23.0027(3)(e)2, limited proxies may be used to elect replacement board members in the case of recall. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given.

Electronic voting.—The association may conduct elections and other unit owner votes through an Internet-based online voting system if a unit owner consents, electronically or in writing, to online voting and if the following requirements are met:

- (1) The association provides each unit owner with:
 - (a) A method to authenticate the unit owner's identity to the online voting system.
 - (b) For elections of the board, a method to transmit an electronic ballot to the online voting system that ensures the secrecy and integrity of each ballot.
 - (c) A method to confirm, at least 14 days before the voting deadline, that the unit owner's electronic device can successfully communicate with the online voting system.
- (2) The association uses an online voting system that is:
 - (a) Able to authenticate the unit owner's identity.
 - (b) Able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.
 - (c) Able to transmit a receipt from the online voting system to each unit owner who casts an electronic vote.
 - (d) For elections of the board of administration, able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific unit owner.
 - (e) Able to store and keep electronic votes accessible to election officials for recount, inspection, and review purposes.
- (3) A unit owner voting electronically pursuant to this section shall be counted as being in attendance at the meeting for purposes of determining a quorum. A substantive vote of the unit owners may not be taken on any issue other than the issues specifically identified in the electronic vote, when a quorum is established based on unit owners voting electronically pursuant to this section.
- (4) This section applies to an association that provides for and authorizes an online voting system pursuant to this section by a board resolution. If the board authorizes online voting, the board must honor a unit owner's request to vote electronically at all subsequent elections, unless such unit owner opts out of online voting. The board resolution must provide that unit owners

receive notice of the opportunity to vote through an online voting system, must establish reasonable procedures and deadlines for unit owners to consent, electronically or in writing, to online voting, and must establish reasonable procedures and deadlines for unit owners to opt out of online voting after giving consent.

(5) A unit owner's consent to online voting is valid until the unit owner opts out of online voting according to the procedures established by the board of administration pursuant to subsection (4).

(6) If at least 25 percent of the voting interests of a condominium petition the board to adopt a resolution for electronic voting for the next scheduled election, the board must hold a meeting within 21 days after receipt of the petition to adopt such resolution. The board must receive the petition within 180 days after the date of the last scheduled annual meeting.

(7)(a) Unless the association has adopted electronic voting in accordance with subsections (1)-(6), the association must designate an e-mail address for receipt of electronically transmitted ballots. Electronically transmitted ballots must meet all the requirements of this subsection.

(b) A unit owner may electronically transmit a ballot to the e-mail address designated by the association without complying with s. 718.112(2)(d)4. or the rules providing for the secrecy of ballots adopted by the division. The association must count completed ballots that are electronically transmitted to the designated e-mail address, provided the completed ballots comply with the requirements of this subsection.

(c) A ballot that is electronically transmitted to the association must include all of the following:

1. A space for the unit owner to type in his or her unit number.
2. A space for the unit owner to type in his or her first and last name, which also functions as the signature of the unit owner for purposes of signing the ballot.
3. The following statement in capitalized letters and in a font size larger than any other font size used in the e-mail from the association to the unit owner:

WAIVING THE SECRECY OF YOUR BALLOT IS YOUR CHOICE. YOU DO NOT HAVE TO WAIVE THE SECRECY OF YOUR BALLOT IN ORDER TO VOTE. BY TRANSMITTING YOUR COMPLETED BALLOT THROUGH E-MAIL TO THE ASSOCIATION, YOU WAIVE THE SECRECY OF YOUR COMPLETED BALLOT. IF YOU DO NOT WISH TO WAIVE YOUR SECRECY BUT WISH TO PARTICIPATE IN THE VOTE THAT IS THE SUBJECT OF THIS BALLOT, PLEASE ATTEND THE IN-PERSON MEETING DURING WHICH THE MATTER WILL BE VOTED ON.

(d) A unit owner must transmit his or her completed ballot to the e-mail address designated by the association no later than the scheduled date and time of the meeting during which the matter is being voted on.

(e) There is a rebuttable presumption that an association has reviewed all folders associated with the e-mail address designated by the association to receive ballots if a board member, an officer, or an agent of the association, or a manager licensed under part VIII of chapter 468, provides a sworn affidavit attesting to such review.

(8) This section may apply to any matter that requires a vote of the unit owners who are not members of a timeshare condominium association.

§ 2.3. Restraint Upon Apportionment Of Shares And Assets. Each Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

§ 2.4. Transfer Of Control Of Association. Association control shall be transferred pursuant to 718.301(1), Florida Statutes, as follows:

(1) If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

- (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business;
- (e) When the developer files a petition seeking protection in bankruptcy;
- (f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or
- (g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

(h) Further, it being the intention of the Developer for the Condominium to be able to be approved by the U.S. Department of Housing and Urban Development for FHA loans, the Developer intends to comply with Appendix 24 of HUD Handbook 4265.1; accordingly, the Developer agrees to include and comply with the following from HUD Handbook 4265.1 so that Units in the Condominium may be able to qualify for FHA loan programs:

- (1) The Developer shall relinquish all special rights, expressed or implied, through which the Developer may directly or indirectly control, direct, modify, or veto any action of the owners association, its executive board, or a majority of unit owners, and control of the owners association shall pass to the owners of units within the project, not later than the earlier of the following:
 - (A) 120 days after the date by which 75 percent of the units have been conveyed to unit purchaser; or
 - (B) Six (6) years after the first conveyance to a unit purchaser.
- (2) The foregoing requirements shall not affect the Developer's rights, as a unit owner, to exercise the votes allocated to units which it owns.
- (3) Developer should provide for and foster early participation of unit owners in the management of the project.

The above HUD Handbook requirements shall supplement (be in addition to) the minimum mandatory turnover requirements of Chapter 718, Florida Statutes, and therefore the Developer agrees to turnover control in accordance and compliance with both the HUD Handbook and applicable Florida Laws.

- (i) Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of directors.
- (j) Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board, the association shall call, and give not less than 60 days notice of an election for the members of the board. The election shall proceed as provided in § 718.112 (2)(d). The notice may be given by any Unit Owner if the association fails to do so. Upon election of the first Unit Owner other than the developer to the board, the developer shall forward to the division the name and mailing address of the unit owner board member.
- (k) Nothing in this section shall be construed so as to preclude the Developer from relinquishing control of the board of directors at any time the Developer may so elect; provided that the notice requirements required by § 718.112(2)(d)3 shall be followed, and the Developer must comply with the procedures set forth in Chapter 718, Florida Statutes, for proper transfer of control of the association.
- (l) At such time as Owners other than Developer are entitled to elect not less than a majority of the Board, Developer will relinquish control of the Association, and Owners will accept control. Simultaneously, or for the purposes contained in Section 718.301(4)(c), Florida Statutes, not more than ninety (90) days thereafter, Developer will deliver to the Association, at Developer's expense, all property of Owners and of the Association which is held or controlled by Developer, including the items contained in Section 718.301(4), Florida Statutes. Developer will also prepare a turnover inspection report under seal of an architect or engineer authorized to practice in the State of Florida, attesting to required maintenance, useful life, and replacement costs of the Common Elements listed in Section 718.301(4)(p), Florida Statutes.

§ 2.5. Developer Approval of Actions. For so long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (a) Assessment of the Developer as the Owner of Units for capital improvements; and,
- (b) Any action by the Association that would be detrimental to the sale of Units by the Developer. However, an increase in assessments for common expenses without discrimination against the developer shall not be deemed to be detrimental to the sales of units.

ARTICLE III MEMBERS MEETINGS

§ 3.1. Time. The annual members' meeting shall be held at such time, place and date as may be designated by the board of directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

§ 3.2. Other Members' Meeting Provisions. Notice, quorums, proxies, and special meetings shall be in accordance with the pertinent subsections of § 718.112, Florida Statutes, and any other applicable provision of Chapter 718, Florida Statutes.

§ 3.3. Order of Business. The order of business and conduct at annual members' meetings and, as far as practicable at all other members' meetings, shall be in substantial conformity with normal customary corporate meeting procedure, to the extent reasonably possible. Pursuant to Rule 61B-23.0021(10)(a), the first order of business shall be the collection of election ballots.

ARTICLE IV DIRECTORS

§ 4.1. Initial Board and Eligibility Requirements. The affairs of the Association shall be managed by a board of directors who shall be members of the Association, excepting that the first board of directors and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by members) need not be

Bylaws

members. The initial board of directors shall consist of three (3) directors, and thereafter the membership of the board shall consist of not less than three (3) nor more than seven (7) directors. Within these limits, the board of directors may from time to time increase or decrease the number of persons to serve on the board, except that the board shall always contain an odd number of members. Where units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations shall be eligible to serve on the board of directors of the Association on behalf of the corporation.

A person who has been suspended or removed by the division under Chapter 718, or who is delinquent in the payment of any fee or assessment as provided in s. 718.112(2)(n), is not eligible for board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for a period of no less than 5 years as of the date on which such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony.

§ 4.2. Elections. Election of directors shall be conducted in accordance with § 718.112(2)(d)(4). Vacancies on the board of directors may be filled by majority of the remaining directors, even though a quorum may not exist. A director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed. The directors named in the Articles of Incorporation shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the remaining directors. In the event there are no remaining directors then any such vacancies shall be filled by the Developer. Owners of Units other than the Developer will be entitled to elect members of the board of directors as provided in § 2.4 above, Transfer of Control of Association.

§ 4.3. Term of Election. Members of the board of directors who are elected by Owners other than the Developer at the annual meeting of members shall serve for one (1) year until the

next annual meeting of the members and thereafter, unless and until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.

Co-owners of a Residence may not serve as members of the Board at the same time.

§ 4.4. Organizational Meeting. The organizational meeting of a newly elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected or at a time and place so announced at said meeting. Notice of the organizational meeting shall be given in the same manner as set forth in § 4.5 below.

§ 4.5. Time for Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be in accordance with § 718.112(2)(c), Fla. Stat.

For all meetings that regular or special assessments against Owners are to be considered for any reason, the notice of such meeting must specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments.

§ 4.6. Calling Special Meetings. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the board. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place, purpose of the meeting, and shall specifically incorporate an identification of agenda items.

§ 718.112(2)(e) and (j), Florida Statutes, contain provisions for calling special meetings regarding budget adoption and recall of board members. See the full statutory text for more detail regarding the calling of these special meetings.

§ 4.7. Waiver of Notice. A director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Any directors attendance at a meeting shall constitute a waiver of the notice of that meeting.

§ 4.8. Quorum. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present shall constitute the acts of the board of directors. If at any meeting of the board of directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

§ 4.9. Presiding Officer. The presiding officer at board of directors' meetings shall be the president of the Association. In the absence of the president the vice-president shall preside.

§ 4.10. Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided that all changes to compensation or fees must be ratified by an affirmative vote of a majority of the voting interest of the Condominium. No director shall receive a fee prior to the election of a majority of the members of the board of directors by Owners other than the Developer.

§ 4.11. Removal of Directors. Directors may be removed from the board of directors pursuant to Section 718.112(2)(l), Florida Statutes, and any other pertinent provisions of the Condominium Act.

§ 4.12. Removal by Developer. Anything to the contrary contained herein notwithstanding, any director who is appointed by the Developer may be removed by the Developer at any time. Upon such removal, the Developer shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment. Provided that, when both a developer and other unit owners are entitled to representation on a board of administration pursuant to Section 718.301, Florida Statutes, or Rule 61B-23.003, Florida

Administrative Code, then the provisions of 61B-23.0026(1) shall be followed for the recall and replacement of the board members elected or appointed by the Developer.

§ 4.13. Failure to fill vacancies sufficient to constitute a quorum; appointment of receiver. If an association fails to fill vacancies on the board of administration sufficient to constitute a quorum in accordance with the bylaws, any unit owner may follow the procedures set forth in Section 718.1124, Florida Statutes, regarding the appointment of a receiver to manage the affairs of the association.

§ 4.14. Abstaining. A director who abstains from voting on any action taken on any corporate matter will be presumed to have taken no position with regard to the action.

§ 4.15. Discharging Duties. As required by Section 617.0930, Florida Statutes, a director [or member of the Board] will discharge his duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the interests of the Association.

§ 4.16. Monetary Damages. A director will be liable for monetary damages as provided in Section 617.0834, Florida Statutes, if such director:

- (a) Breached or failed to perform his duties and the breach of, or failure to perform, his duties constitutes a violation of criminal law as provided in Section 617.0834, Florida Statutes;
- (b) Constitutes a transaction from which such director derived an improper personal benefit, either directly or indirectly; or
- (c) Constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

§ 4.17. Agenda Additions. If twenty percent (20%) of the voting interests petition the Board to address an item of business, the Board will at its next regular Board meeting or at a special

meeting of the Board, but not later than sixty (60) days after the receipt of the petition, place the item on the agenda.

§ 4.18. Delinquent Directors. A Director more than ninety (90) days delinquent in the payment of regular assessments will be deemed to have abandoned the office, creating a vacancy in the office to be filled according to these Bylaws.

ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS
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§ 5.1. Exercise. All of the powers and duties of the Association shall be exercised by the board of directors including those existing under the common law, statutes, the Articles and the Condominium Documents. Such powers and duties of the directors shall be exercised in provisions accordance with the provisions of the Declaration which governs the use of the land, and shall include, but not be limited to, the following:

- (a) To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.
- (d) To reconstruct improvements after casualty and to construct further improvements to the Condominium property.
- (e) To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property. Such rules and regulations may be promulgated by the board of directors at any duly noticed meeting of the board or of the members.
- (f) To enforce by legal means the provisions of the Condominium Documents, the Articles, these Bylaws, and the Condominium Rules and Regulations.
- (g) To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents or applicable law to have approval of the board of directors or members of the Association.

- (h) To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to Owners of individual Units.
- (i) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including but not limited to accountants and attorneys.
- (j) To bond any or all employees, officers and directors of the Association, for which the Association shall bear the costs.
- (k) To maintain all books and records concerning the Condominium including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners of Units.

All records will be maintained within the State of Florida for at least seven (7) years. The records will be made available to Owners within forty-five (45) miles of the Condominium Property or within Leon County within five (5) days after receipt of written request by the Board; provided, however, the Board may offer the option of making the records available either electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

- (l) To respond in accordance with Section 718.1265, Florida Statutes, to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, Florida Statutes, in Leon County, Florida.

ARTICLE VI OFFICERS

§ 6.1. Executive Officers. The executive officers of the corporation shall be a president, a vice president, a secretary, and a treasurer, all of whom shall be directors who shall be elected annually by the board of directors at any meeting. The same person may hold multiple offices if so elected and not prohibited by applicable law. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board determines necessary to manage the affairs of the Association.

§ 6.2. Chief Executive. The president shall be the chief executive of the Association. He shall have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the members from time to

time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

§ 6.3. Exercise of Powers by Vice President. The vice-president shall, in the absence of or disability of the president, exercise the powers and duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

§ 6.4. Duties of the Secretary and the Treasurer. The secretary shall keep the minutes of the proceedings of the directors and the members in a book available for inspection by the directors or members, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. The secretary also shall attend to the giving and serving of all notices required by law and shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The treasurer shall have custody of all property of the Association, including financial records, funds, securities and evidences of the indebtedness. The treasurer also shall keep the financial records of the Association and shall keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with generally accepted accounting practices. The secretary and/or the treasurer shall perform all other duties incident to their respective offices of an Association and as may be required by the directors or the president.

§ 6.5. Compensation. The compensation of all employees of the Association shall be fixed by the directors; provided that all changes to compensation must be ratified by an affirmative vote of a majority of the voting interest of the Condominium.

§ 6.6. Discharging Duties. As required by Section 617.0930, Florida Statutes, an officer will discharge his duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the interests of the Association.

§ 6.7. Monetary Damages. An officer will be liable for monetary damages as provided in Section 617.0834, Florida Statutes, if such officer:

- (a) Breached or failed to perform his duties and the breach of, or failure to perform, his duties constitutes a violation of criminal law as provided in Section 617.0834, Florida Statutes;
- (b) Constitutes a transaction from which such director derived an improper personal benefit, either directly or indirectly; or
- (c) Constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

ARTICLE VII ASSESSMENTS AND FISCAL MANAGEMENT

§ 7.1. Amount of Assessments. The Developer has set the amount of the assessments for the initial fiscal year, as shown by the initial budget.

The initial fiscal year expires on DECEMBER 31, 2026. Thereafter, the board of directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium and in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The board of directors is specifically empowered, on behalf of the Association, to make and collect assessments, and utilize said assessments for the purposes for which they were collected as set forth in the budget. Funds for the payment of Common Expenses shall be assessed against the members in the proportions of percentages of sharing Common Expenses, as provided in the Declaration.

§ 7.2. Regular Collection of Assessments. Assessments for Units shall become due and payable in advance on a QUARTERLY BASIS. The Board may change assessment collection from quarterly to monthly, or vice versa, as the Board sees fit, in its sole discretion.

Assessments shall be considered delinquent if payment has not been received on or before the FIFTEENTH (15th) day after the due date, unless otherwise ordered by the board of directors. Special assessments, should such be required by the board of directors, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the board of directors. If a member shall be in default in the payment of any assessment due on his Unit, the Association shall have all collection rights available to it under Chapters 718, Florida Statutes and the Declaration.

§ 7.3. Liability for Assessments. A unit owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit 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.

Pursuant to Fla. Stat. § 718.116(2), the liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

§ 7.4. Collection Records. The Association shall maintain adequate records of collection of assessments, either by computer, on paper ledgers, or both.

§ 7.5. Notice. Notice of any meeting, whether a meeting of the board of directors or of the members of the Association, at which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall be noticed and ratified at the next regular meeting of the board. However, written notice of any meeting at which non-emergency special assessments,

or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the association. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notice of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each unit. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the board or make recommendations to the board regarding the association budget are subject to the provisions of this section, unless those meetings are otherwise exempted from this section by these bylaws. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the unit owners is inapplicable to meetings between the board or a committee and the association's attorney, with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice.

Notice of unit owner meetings, including annual meetings, must be by written notice, which notice must include an agenda, shall be mailed or hand delivered to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 days preceding the annual meeting. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted; however, if there is no condominium property or association property upon which notices can be posted, this requirement does not apply. Unless a unit owner waives in writing the right to receive notice of the annual meeting, such notice shall be hand delivered or mailed to each unit owner. Notice for meetings and notice for all other purposes shall be mailed to each unit owner at the address last

furnished to the association by the unit owner, or hand delivered to each unit owner. However, if a unit is owned by more than one person, the association shall provide notice, for meetings and all other purposes, to that one address which the developer initially identifies for that purpose and thereafter as one or more of the owners of the unit shall so advise the association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the association, or the manager or other person providing notice of the association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision.

§ 7.6. Interest: Application of Payments. Assessments and installments on such assessments paid on or before FIFTEEN (15) days after the date when due shall not bear interest, but all sums not paid on or before FIFTEEN (15) days after the due date shall bear interest at the rate of EIGHTEEN PERCENT (18.0%) PER YEAR from the due date until paid. A late charge equal to the greater of \$25.00 or 5% of the delinquent payment shall also be due on delinquent accounts. All payments on accounts shall be first applied to any interest that has accrued, then to any late charge, then to any costs and reasonable attorney and paralegal fees incurred in collection, and then to the assessment payment first due. The board of directors shall have the discretion to increase or decrease the amount of late charge and/or interest rate within the limits imposed by law; provided, however, that such increase or decrease shall be made effective by amending the Condominium Rules and Regulations and by utilizing the same notice procedures and requirements as used for meetings at which assessments will be considered (see § 7.5 above).

§ 7.7. Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any 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, which lien shall also secure any interest, and all reasonable attorneys' fees and costs incurred by the Association incident to the collection process, whether or not legal proceedings are initiated. The lien procedures shall be according to Chapter 718, Florida Statutes, and other applicable Florida law. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense.

All liens for unpaid assessments shall be subordinate to any mortgage recorded prior to the date of recording the Claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property; provided however, that pursuant to Section 718.116(1), Florida Statutes, in the event a Mortgagee shall obtain title to a Condominium Parcel as a result of the foreclosure of its mortgage, or in the event such Mortgagee shall obtain title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of its mortgage, such Mortgagee shall be liable for the unpaid Common Expenses and assessments that became due prior to the Mortgagee's acquisition of title, subject to the limitations set forth in § 718.116(1)(b). Unit owner and mortgagee liability for assessments is further governed by § 718.116(1)(a) through (c), Florida Statutes, as follows:

718.116 Assessments; liability; lien and priority; interest; collection.--

(1)(a) A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit 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.

(b) The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The unit's unpaid common expenses and regular periodic assessments which 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 provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the 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 which was known to or reasonably discoverable by the mortgagee.

(c) The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

and also § 718.116(1)(e) through (g), Florida Statutes, as follows:

(e) Notwithstanding the provisions of paragraph (b), a first mortgagee or its successor or assignees who acquire title to a condominium unit as a result of the foreclosure of the mortgage or by deed in lieu of foreclosure of the mortgage shall be exempt from liability for all unpaid assessments attributable to the parcel or chargeable to the previous owner which came due prior

to acquisition of title if the first mortgage was recorded prior to April 1, 1992. If, however, the first mortgage was recorded on or after April 1, 1992, or on the date the mortgage was recorded, the declaration included language incorporating by reference future amendments to this chapter, the provisions of paragraph (b) shall apply.

(f) The provisions of this subsection are intended to clarify existing law, and shall not be available in any case where the unpaid assessments sought to be recovered by the association are secured by a lien recorded prior to the recording of the mortgage. Notwithstanding the provisions of chapter 48, the association shall be a proper party to intervene in any foreclosure proceeding to seek equitable relief.

(g) For purposes of this subsection, the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

The Association may also sue to recover a money judgment for unpaid assessments, and by doing so does not waive the right to file a claim of lien against the Condominium Parcel.

§ 7.8. No Withholding of Assessments. No Owner may withhold payment of any regular assessment or special assessment or any portion thereof because of any dispute which may exist between that Owner and the Association, the directors of the Association, the Management Company or the Developer or among any of them but, rather, each Owner shall pay all assessments when due pending resolution of any dispute.

§ 7.9. Mortgagee Notice of Delinquent Assessments. Mortgagees shall be entitled to timely written notice of any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such Mortgagee where such delinquency has continued for a period of sixty (60) days.

§ 7.10. Refunds Of Common Surplus. If the Association shall refund all or a portion of any Common Surplus to the Owners for any fiscal year in which the Developer paid any assessment, such refund shall be prorated as of the date of closing of any sale of a Unit upon which the sale was closed by the Developer during such year, and the prorated amount allocable to the period of time of the Developer's ownership shall be refunded directly to the Developer by the Association.

§ 7.11. Certificate. Any Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which it has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby. If, in accordance with the provisions of Section 718.116(8)(d), Florida Statutes, the Association charges a fee for the certificate, the amount of the fee must be included on the certificate.

§ 7.12. Depository. The depository of the Association shall be such bank or other institution permitted by applicable law, as shall be designated from time to time by the board of directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons as are authorized by the board of directors.

§ 7.13. Financial Reporting. The Association shall comply with the financial reporting requirements of Chapter 718, Florida Statutes.

§ 7.14. Transfer Fee. Pursuant to the procedures and rights provided for in § 4.3 (e) of the Declaration, the Association is required to approve transfers of Units and therefore a fee of \$100.00 for such approval shall be charged to the Unit Purchaser. Transfers exempt from this fee shall include but not be limited to a Unit transfer:

- (a) by or to Declarant or any Affiliate of Declarant;
- (b) by a builder who held title solely for purposes of development and resale and who purchased the Unit from Declarant or an Affiliate of Declarant;
- (c) by a co-owner to another co-owner of the Unit; and
- (d) to an institutional lender pursuant to a mortgage foreclosure or upon a deed in lieu of foreclosure.

ARTICLE VIII

Budgets

§ 8.1. Budget. The board of directors shall adopt a budget for each fiscal year. The first budget adopted by the board shall take effect after the expiration of the initial budget made by the Developer when the Condominium was created.

The initial budget expires on DECEMBER 31, 2026. Therefore, the first budget adopted by the board shall take effect on JANUARY 1, 2027.

All subsequent budgets shall be in substantially similar form to the initial budget, and shall meet the requirements of Chapter 718, Florida Statutes.

§ 8.2. Budget Proposals. Budget proposals, limitations, requirements, and meetings regarding budgets shall be in accordance with § 718.112(2)(e) and (f).

ARTICLE IX

INSURANCE

IN THIS CONDOMINIUM, EACH BUILDING CONTAINS ONE (1) UNIT. THEREFORE, THE INTENT OF THE GENERAL DESCRIPTION OF THE UNITS IS THAT EACH UNIT OWNER HAS AN INSURABLE OWNERSHIP INTEREST IN ALL CONSTRUCTED IMPROVEMENTS, INCLUDING ALL INTERIOR AND EXTERIOR COMPONENTS, SO THAT NO PART OF THE CONSTRUCTED BUILDING IMPROVEMENTS, AND NO PART OF THE SYSTEMS SERVING AN INDIVIDUAL BUILDING, IS INCLUDED WITHIN THE COMMON AREAS OWNED OR MAINTAINED BY THE ASSOCIATION, AND THAT ACCORDINGLY, EACH UNIT OWNER (NOT THE ASSOCIATION) WILL INSURE ALL IMPROVEMENTS AND COMPONENTS OF THE RESPECTIVE BUILDING THAT CONTAINS SAID UNIT.

§ 9.1. Duty of Owners to Adequately Insure Their Unit. Pursuant to Section 718.111(11)3.(e), Florida Statutes, it is the duty of the Owner(s) of each Unit to adequately insure all Unit improvements, and to also adequately provide their own liability insurance, respectively. The Association shall not provide insurance for any Unit. Also, if desired, each Owner shall obtain

insurance coverage for personal property at the respective Owner's own expense, and such insurance shall not be the responsibility of the Association.

§ 9.2. Recreational Facility and Common Area Insurance. Any Recreational Facility and requisite Common Area shall be adequately insured by the Association as required by Section 718.111(11), Florida Statutes. Adequate property insurance, regardless of any requirement in the declaration of condominium for coverage by the association for full insurable value, replacement cost, or similar coverage, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months.

§ 9.3. Other Insurance. Except for insurance coverage described above that is required to be maintained by the Owner(s) of the Unit(s) or the Association, other insurance coverage may be added, at any time after creation of the Condominium, if the board of directors of the Association determines it to be desirable to protect the best interests of the Unit Owners, or if necessary because it is required by Chapter 718, Florida Statutes, or any subsequent amendments to the Condominium Act.

ARTICLE X

Liability of Association

§ 10.1. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Owners for injury or damage other than for the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other Owners or persons.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

§ 11.1. Obligation To Reconstruct Or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (a) Common Elements or Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, then the damaged property

shall be reconstructed or repaired unless it is determined that the Condominium shall be terminated because of damage to Units as set forth in paragraph (b) directly below.

- (b) Units. Each Unit Owner is responsible for its own reconstruction or repair, and all such reconstruction or repair must be in conformity with the aesthetics of the Condominium development. Although neither the Board nor the Association has any responsibility to insure or pay for such reconstruction or repair of Units, the Board and the Association do have the power and authority to govern, oversee, control, and restrict any changes, modifications, or alterations to the aesthetics and exterior appearances and/or architecture of the Units pursuant to the Rules and Regulations.

§ 11.2. Plans And Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the damaged Property as originally constituted or, in lieu thereof, according to the plans and specifications approved by the board of directors of the Association. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original Condominium plans and specifications.

§ 11.3. Eminent Domain. The Association is hereby empowered to defend and/or settle any action or threatened action with respect to the taking in condemnation of any portion of the Common Elements. Upon obtaining knowledge of such action or threatened action, the Association shall notify all affected Mortgagees of record of same. Any award or settlement made as a result of such a taking of all or a portion of the Common Elements shall be made payable to the Association. Any such award or settlement shall be held in trust by the Association for the benefit of the Owners and Mortgagees holding a first mortgage as their interests may appear. Mortgagees shall be entitled to timely written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium Property.

ARTICLE XII

AMENDMENTS

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

§ 12.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered, and shall specifically incorporate an identification of agenda items.

§ 12.2. Proposal and Adoption. An amendment may be proposed by either the board of directors or by the membership of the Association. The bylaws may be amended if the amendment is approved by the owners of not less than two-thirds (2/3) of the voting interests. No amendment may be adopted that is inconsistent with the requirements of Chapter 718, Florida Statutes.

§ 12.3. Effective Date. An amendment when adopted shall become effective only after being recorded in the Public Records of Leon County, Florida.

§ 12.4. Required Notation For Amendments. At any time prior to the first election of a majority of directors by Owners other than the developer, these Bylaws may be amended by the Developer, if necessary, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, FHA or VA rules, regulations or policies, and as may be in the best interests of the Association. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through using ~~striketrough~~ text. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and ~~striketrough~~ as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language **“Substantial rewording of Bylaw. See Bylaw _____ for present text.”** Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

§ 12.5. Accord. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Declaration.

§ 12.6. Developer Amendments. Developer amendments to these Bylaws may be made in the same manner as stated in the Declaration.

ARTICLE XIII

GOVERNING LAW & SEVERABILITY

§ 13.1. Governing Law. These Bylaws are to be governed by and construed according to the laws of the State of Florida.

§ 13.2. Severability. If it should appear that any of the provisions hereof are in conflict with the Declaration or any rule of law or statutory provision of the state of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law. In the event that any section or provision is deemed null and void, the remaining sections and provisions shall be unaffected by such a determination and shall remain in full force and effect.

ARTICLE XIV

Alternative Dispute Resolution

§ 14.1. Alternative Dispute Resolution. The alternative dispute resolution procedures set forth in Fla. Stat. § 718.1255 shall be followed.

ARTICLE XV

LIMITED POWER TO CONVEY COMMON ELEMENTS

§ 15.1. Limited Power. As provided in Section 718.112(2)(m), Florida Statutes, the Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE XVI

INSPECTION OF RECORDS

§ 16.1. Records and Financial Statements. The Association shall keep all Official Records as required by § 718.111(12). The Association shall make available to Unit Owners and Mortgagees for inspection during normal business hours, and under reasonable circumstances, the Association's Official Records. The Association shall also make available to prospective purchasers of Units current copies of the above-listed documents as well as the most recent annual audited financial statement, if such is prepared.

§ 16.2. Mortgagee Rights. Mortgagees shall be afforded the same inspection rights as owners.

ARTICLE XVII

MANAGEMENT CONTRACTS

§ 17.1. Management Contracts. The Association may enter into such management contracts from time to time as it deems necessary to engage the services of a Management Company to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration.

Provided, however, that the management contract must meet the requirements of Fla. Stat. § 718.3025 and all other provisions of Chapter 718.

The Association's duties and responsibilities to the Unit Owners pursuant to the Declaration, Bylaws, and Chapter 718, may not be abridged, supplanted, or relieved by any management contract.

ARTICLE XVIII

ALIENABILITY OF UNITS

§ 18.1. No Alienability Restrictions. Unit Owners have the right to sell, transfer, lease, assign or hypothecate his/her Unit. Accordingly, a proper transfer or conveyance of such Unit

shall not require the written approval of the Association but requires compliance with this Declaration, Association and Developer rights.

§ 18.2. Leasing And Rental Restrictions. See the Rules and Regulations for leasing and rental restrictions.

ARTICLE XIX COMPLIANCE AND DEFAULT

§ 19.1. Compliance And Default. Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time. Failure of an Owner to comply with the provisions of such documents and regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. Failure of the Association to comply with the provisions of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time shall entitle the Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of this Declaration shall be enforceable equitable servitudes and shall run with the land and shall be effective until the Condominium is terminated.

§ 19.2. Costs And Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Condominium Documents or the Condominium Rules and Regulations adopted pursuant to them as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and recover such reasonable attorneys' and paralegal fees as may be awarded by the Court, including all appeals and all proceedings in bankruptcy.

§ 19.3. No Waiver Of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, the Condominium Documents or the Condominium Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

§ 19.4. Injunctive Relief. The Association may seek an injunction from a court of equity to compel or prohibit compliance or violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

§ 19.5. Governing Law; Waiver Of Jury Trials Venue Of Actions. These Bylaws, along with the Declaration to which they are attached as an Exhibit, shall be governed by, and shall be construed in accordance with, the laws of the State of Florida, as the same may exist on the date of recording hereof. The Association, an Owner or Owners, the Developer, the Management Company and any other party claiming rights or obligations by, through, or under this Declaration, or two or more of the foregoing, each hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement or performance of this Declaration or any other agreement or instrument executed in connection with this Declaration. In the event any such suit or legal action is commenced by any party, the other parties hereby agree, consent and submit to the personal jurisdiction of the circuit court for the county in which the Condominium is situated, with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

ARTICLE XX TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by Chapter 718:

§ 20.1. Agreement. The Condominium may be terminated at any time upon prior notification to the Division and only by following the termination provisions of § 718.117, Florida Statutes. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting.

§ 20.2. Termination Through Condemnation. The Condominium shall only be terminated by virtue of a condemnation action if all Condominium Property is taken in condemnation. If less than all of the Condominium Property is taken in condemnation, the Condominium shall continue as to those portions of the Condominium Property not so taken.

§ 20.3. Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Leon County, Florida.

§ 20.4. Shares Of Owners After Termination. After termination of the Condominium, each Owner shall own an undivided share of the Condominium Property and all assets of the Association as a tenant in common in accordance with Exhibit "D".

§ 20.5. Notice To Mortgagees. The Association shall send mortgagees of record timely written notice of any proposed termination of the Condominium, and the Association may rely upon the public records to identify mortgagees of record. The Association may also rely upon any communications received by the Association from mortgagees which adequately identify the mortgagee and its pertinent contact information.

§ 20.6. Notice to Division. Pursuant to § 718.117, when the board of directors intends to terminate the association, the board shall so notify the division before taking any action to terminate the condominium or the association, and also submit to the Division a copy of the recorded termination notice certified by the clerk of the county in which the recording took place.

ARTICLE XXI

MERGER

§ 21.1. Requirements For Merger. This Declaration, the Association and the Common Elements of the Condominium described herein may be merged with the declaration of condominium, condominium association and common elements of another independent and separate condominium to form a single condominium upon prior notification to the Division and with the consent of sixty-six and two-thirds percent (66 2/3%) of the total number of voting interests and with the approval of all of the record owners of liens on the Units. In the event such consent and approval is obtained, a new or amended declaration of condominium, articles of incorporation and bylaws of the Association shall be recorded and shall contain such provisions as are necessary to amend and modify the appurtenances to the Units and percentages by which the Owners of Units share the Common Expenses and own the Common Surplus and Common Elements in order to create a consolidated single condominium.

ARTICLE XXII

Certificate of Compliance for Fire and Life Safety

§ 22.1. Electrical Certificate. Pursuant to § 718.112(2)(l), a certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

ARTICLE XXIII

Owner Inquiries

§ 23.1. Owner Inquiries. Pursuant to § 718.112(2)(a)2., when a unit owner files a written inquiry by certified mail with the board, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a
Bylaws

substantive response to the inquiry as provided herein precludes the board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

ARTICLE XXIV Agents of the Association

§ 24.1. Discharging Duties. As required by Section 617.0930, Florida Statutes, any authorized agent of the Association will discharge his duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he reasonably believes to be in the interests of the Association.

§ 24.2. Monetary Damages. An agent of the Association will be liable for monetary damages as provided in Section 617.0834, Florida Statutes, if such agent:

- (a) Breached or failed to perform his duties and the breach of, or failure to perform, his duties constitutes a violation of criminal law as provided in Section 617.0834, Florida Statutes;
- (b) Constitutes a transaction from which such director derived an improper personal benefit, either directly or indirectly; or
- (c) Constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

EXECUTION

The undersigned hereby certifies that the undersigned is the duly elected and acting secretary of the Association named herein and that the foregoing is a true copy of the Bylaws of said Association duly adopted by action of the sole Directors, dated this 22 day of May, 2026, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

DATED this 22 day of May, 2026.

WITNESS SIGNATURES:

Bailey Johnson
Signature
Bailey Johnson
Printed Name

Jameson Cole
Signature
Jameson Cole
Printed Name

SECRETARY SIGNATURE:

Erik Wave
ERIK WAVE, Secretary

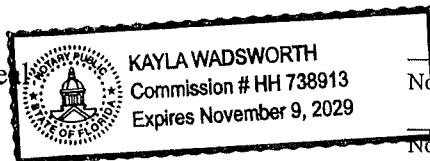
NOTARY

STATE OF Florida
COUNTY OF Bay

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared ERIK WAVE, Secretary of Oak Haven Condominiums Association, Inc., a Florida Corporation, and the Secretary acknowledged executing the foregoing instrument on behalf of the corporation pursuant to due authority therefrom. Said individual is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgement.

WITNESS my hand and seal this 22 day of May, 2026.

Stamp or Seal



Notary Signature

Notary Printed Name

Bylaws

Exhibit "C" to the Declaration of Condominium of Oak Haven Condominiums

Page 35