

DECLARATION OF CONDOMINIUM
OF
CARROLL COMMONS CONDOMINIUMS

TALCOR URBAN HOUSING, LLC, a Florida Limited Liability Company, herein referred to as "developer", for itself, its successors, grantees, transferees, and assigns, does hereby, on this ___ day of _____, 2019, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property, together with all buildings, units, and improvements thereon, hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the "Condominium Act", as follows:

ARTICLE I
NAME & LEGAL DESCRIPTION

§ 1.1. NAME. The name of this condominium is to be CARROLL COMMONS CONDOMINIUMS, hereinafter referred to as the "condominium."

§ 1.2. LEGAL DESCRIPTION. The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Leon County Parcel Id. No. 1130202390000

Leon County Parcel Id. No. 1130202070000

ARTICLE II
INCORPORATION OF CONDOMINIUM ACT AND DEFINITIONS

All terms, definitions, and provisions of the Condominium Act, Chapter 718, which are not inconsistent with those in this declaration, are incorporated herein. If any terms, definitions, and provisions of this declaration are inconsistent with the requirements of the Condominium Act, such inconsistency shall not affect the validity of this declaration, rather, the applicable terms, definitions, and provisions will be deemed to be replaced by those required by the Condominium Act. References to particular sections of Chapter 718, the Florida Administrative Code, or other statute, law, or rule that are incomplete, mistaken, antiquated, superceded, or in error for any other reason, shall be deemed to be replaced by the correct applicable citation that the document context requires.

The terms used in the condominium documents shall have the meanings stated in the Condominium Act, or as stated below, unless the context requires otherwise. Capitalization, or lack thereof, throughout this declaration, shall not change the meanings of the words defined below.

- § 2.1. **"Association"** means CARROLL COMMONS CONDOMINIUMS ASSOCIATION, INC., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium. Each unit owner is a member, and has voting rights, in the association, as specifically provided in the Bylaws that are attached hereto as Exhibit "C".
- § 2.2. **"Common Elements"** means the portions of the condominium property not included within any units, and as further defined in this declaration and Chapter 718, Florida Statutes. The term common elements is interchangeable with the term common areas.
- § 2.3. **"Common Expenses"** shall include:
- (a) Expenses of administration and management of the Condominium Property and of the Association including, but not limited to, compensation paid by the Association to a manager, accountant, attorney or other employee or independent contractor.
 - (b) Expenses of maintenance, operation, repair and replacement of the Common Elements as specified in this Declaration.

- (c) Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or Chapter 718.
- (d) Any valid charge against the Condominium Property as a whole.
- (e) All costs and expenses incurred by the Association in connection with regulatory compliance.
- (f) All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.
- (g) Casualty and/or liability insurance on the Condominium Property and fidelity bonds;
- (h) Utility Services for the Condominium Property not attributable to individual Units;
- (i) Taxes on Association Property; Common Expenses shall not include Ad Valorem Real Estate Taxes assessed against each Condominium Parcel but shall include any and all taxes assessed against Association Property.
- (e) Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

§ 2.4. **“Condominium”** shall mean and refer to CARROLL COMMONS CONDOMINIUMS.

§ 2.5. **“Condominium Act” or “Chapter 718”** shall mean the provisions of Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration.

§ 2.6. **“Condominium Documents”** means this Declaration together with all exhibits attached to this Declaration and all other documents expressly incorporated in this Declaration by reference, as the same may be amended from time to time.

§ 2.7. **“Declaration”** shall mean this Declaration of Condominium of CARROLL COMMONS CONDOMINIUMS, and all subsequent amendments.

§ 2.8. **“Developer”** shall mean TALCOR URBAN HOUSING, LLC, a Florida Limited Liability Company, its successors and assigns. No party other than TALCOR URBAN HOUSING, LLC, a Florida Limited Liability Company, shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Leon County, Florida, a written assignment from TALCOR URBAN HOUSING, LLC, a Florida Limited Liability Company, of all or a portion of such rights and privileges.

- § 2.9. **"Division"** means The Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.
- § 2.10. **"Limited Common Elements"** means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units, and as further defined in this declaration and Chapter 718, Florida Statutes. The term limited common elements is interchangeable with the term limited common areas.
- § 2.11. **"Utility Services"** shall include, but not be limited to, electric power, cable television, internet, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.

ARTICLE III EXHIBITS

The Exhibits referred to in this Declaration consist of and include the following:

- § 3.1. **Exhibit "A"**. A legal description, survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof that, together with this Declaration, are in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions, and sufficiently contain an identification of each unit by letter, name, or number, or combination thereof, so that no unit bears the same designation as any other unit.
- § 3.2. **Exhibit "B"**. The Articles of Incorporation of the Association.
- § 3.3. **Exhibit "C"**. The Bylaws of the Association.
- § 3.4. **Exhibit "D"**. Percentage Interest in the Common Elements.
- § 3.5. **Exhibit "E"** The Condominium Rules and Regulations.

These Exhibits and any permitted amendments that may be made to them from time to time are incorporated into this Declaration and made a part of this Declaration by this reference.

ARTICLE IV EASEMENTS

The following easements are hereby expressly reserved or have been granted:

§ 4.1. GENERAL EASEMENTS. Nonexclusive easements over, across and under the condominium property are expressly provided for and reserved in favor of the developer and the owners and their respective lessees, guests and invitees as follows:

- (a) **Utilities.** Easements are reserved over, across and under the condominium property as may be required for utility service in order to serve the condominium adequately; including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the condominium property. Specific utility easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".

The Association has a right of access to each Unit to maintain, repair, or replace the pipes, wires, ducts, vents, cables, conduits, and other Utility Services, hot water heaters, service and drainage facilities contained in the Unit, and to remove any improvements interfering with or impairing such facilities or easements reserved in this Declaration. Exercise of the easements and right of access set forth herein, will not unreasonably interfere with the Owner's permitted use of the Unit, and that except in the event of an emergency, entry may be made only upon three (3) day's advance written notice. Notwithstanding this paragraph, the Association shall take reasonable efforts to provide reasonable prior notice prior to any entry into any Unit in an emergency situation.

- (b) **Encroachments.** In the event that any unit shall encroach upon any of the common elements or upon any other unit, or in the event any common element shall encroach upon any unit, then an easement shall exist to permit such encroachment so long as the same shall exist.

However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or the Association.

- (c) **Traffic.** An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, halls, lobbies, and other portions of the common elements as may be from time to time intended and designated for such purpose and use. An easement shall exist for vehicular and pedestrian traffic over, through, and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the owners within the condominium and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the condominium property, except to the extent that space may be specifically designated and assigned for parking purposes. Furthermore, easements shall exist for ingress and egress over such streets, walks, and other rights-of-way serving the units as shall be necessary to provide for reasonable

access to the public rights-of-way. Specific ingress/egress easements that presently exist on the condominium property, if any, are set forth in Exhibit "A".

- (d) **Maintenance.** Non-exclusive easements are reserved for the benefit of each Owner over, across, and under the Condominium Property as may be required or allowed for maintenance, replacement or reconstruction as may be required to be performed (or elected to be performed) by an Owner or Association pursuant to the Owner's or Association's obligations under this Declaration; provided that all repair, replacement, maintenance or reconstruction shall be done upon three (3) days advance written notice to the Owner whose Unit is affected, or to Association for Common Elements that are affected, and shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to the Owners in the normal operation of their Units and the Improvements thereon. After the completion of any such repair, replacement, maintenance or reconstruction, the Unit or Common Elements on, over, under or through which such Work was done, shall be left in a clean and good condition, with all debris removed therefrom, and returned to its original condition or then approved condition.

§ 4.2. ASSOCIATION EASEMENTS. Except as limited by Section 718.111(10), Florida Statutes, the association may grant easements from time to time over the common elements. The Association has the irrevocable right of access to each Unit and the Limited Common Elements appurtenant thereto whenever necessary for maintaining the Common Elements, for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit and for servicing and reading utility lines, valves, conduits and meters.

The Association's access to units for maintenance shall be utilized only in emergencies, or if accessing the units for maintenance not performed by the Owner, then the Association shall give the Owner three (3) days advance written notice.

§ 4.3. DEVELOPER EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer hereby reserves the following exclusive easements and rights to grant easements:

- (a) **Marketing, Sales, and Rental.** The developer reserves exclusive easement rights over and across the condominium property for the purposes of marketing, sales, and rental of units. The developer shall not utilize any units, limited common areas, or any area in any manner that unreasonably conflicts with the use of units that have been sold.

- (b) **Government Requirements.** The developer hereby reserves the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies for so long as the developer holds any interest in any unit subject to this declaration. The developer's right to act according to this section shall end when the Developer no longer holds a unit for sale in the ordinary course of business.

- (c) **Developer Easements.** The developer reserves unto itself, for so long as it holds any interest in any unit (including leaseholds), specific easement rights over and across the condominium property as it may deem necessary for its use from time to time. The developer's right to act according to this section shall end when the Developer no longer holds a unit for sale in the ordinary course of business. This easement provision is intended and is to be used only as reasonably necessary for the common areas, parking areas, and any area that has not been sold or transferred by the Developer. The developer shall not utilize or otherwise enforce easements to any units, limited common areas, or any area in any manner that unreasonably conflicts with the use of units that have been sold.

- (d) **Construction Easements.** The developer, hereby reserves easement rights over, under, and across the condominium property as is necessary from time to time for the purpose of constructing improvements according to the condominium plot plan and survey and to accomplish the development according to the Condominium Declaration and the developer's plans of construction, and to provide units or common areas with utility services, phone lines, cable, water, internet, sewer, or other services. From time to time during construction, third party utility or other service providers may request specific easements necessary to provide the services to the units or common areas, and the developer reserves the right, without joinder from unit owners, to grant any easements necessary to accomplish the development plan. The developer's right to act according to this section shall end when the Developer no longer holds a unit for sale in the ordinary course of business. The developer's right to act according to this section shall end as to any individual units when such unit construction is complete and the unit has been sold by the Developer.

§ 4.4. EASEMENTS. As long as the Developer holds units for sale in the ordinary course of business, the developer, for itself, its successors and assigns, hereby reserves a perpetual nonexclusive easement over, under, across, and through all of those portions of the condominium property, association property, and the common elements which are used as driveways, entry roads, parking areas, or for pedestrian or vehicular traffic, ingress and egress or loading, or otherwise generally intended for ingress and egress to and from a publicly dedicated right-of-way. The intent of this easement is to afford access, ingress and egress to the nearest publicly dedicated right-of-way and the non-exclusive right to share parking with the condominium property, regardless of whether such rights are ever otherwise declared for condominium use or made a part of the condominium in

any other separate document recorded in the public records. Developer further reserves for itself, its successors and assigns, a perpetual nonexclusive easement over the condominium and common elements, necessary to provide utility services, including the right to drain storm water into any retention or detention ponds located upon the common elements, to utilize any storm water management facilities and structures, and to tap into and connect with any water, sanitary sewer, or other utility lines located within the condominium and common elements, including the right to tap into and connect with any sanitary sewer lift station located thereon.

§ 4.5. Unit Owner Easement Rights. In addition to all appurtenances, easements, and other benefits passing with Units as provided in this Declaration, Units shall each have as an appurtenance thereto the following perpetual nonexclusive easements for the use and benefit of the Owners, their successors and assigns, social guests, lessees, licensees and invitees; an easement for vehicular and pedestrian ingress and egress over all Common Elements of the Condominium (but limited to the Owners of Units, their successors and assigns, social guests, lessees, licensees, and invitees, as to Limited Common Elements appurtenant to their Units), as the same may exist from time to time, for such purposes as permitted by law and including such lawful and non-nuisance activities (as permitted by the rules and regulations of the condominium) that the Owner may engage in from time to time.

§ 4.6. OTHER EASEMENTS. Other easements, if any, may have been granted over the condominium property as set forth in the survey contained in Exhibit "A" attached hereto. The Developer reserves the right to execute all necessary easement documents, without joinder of other unit owners, to create, procure, or otherwise effectuate the easements intended and/or necessitated by the development plan.

ARTICLE V UNITS

§ 5.1. DESCRIPTION OF UNITS. Each Unit shall include that part of a building containing the Unit that lies within the boundaries of the Unit, as particularly shown on the plot plan, floor plans, and any other applicable exhibits defining the boundaries. The boundaries of the Units are defined and/or depicted in Exhibit "A" attached hereto.

§ 5.2. LIMITED COMMON ELEMENTS. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units. Limited Common Elements include, but are not limited to, any balcony, patio, and/or porch/stoop appurtenant to any Unit. Other areas may be designated in the survey contained in Exhibit "A" attached hereto. The term Limited Common Elements is interchangeable with the term Limited Common Areas.

§ 5.3. COMMON ELEMENTS. Common Elements means the portions of the condominium property not included within any units and not included within any Limited Common Elements. The term Common Elements is interchangeable with the term Common Areas.

ARTICLE VI WARRANTY

EXCEPT FOR THOSE WARRANTIES SPECIFICALLY REQUIRED BY CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES OF ANY KIND OR TYPE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE OWNERS AND THE ASSOCIATION ACKNOWLEDGE, ACCEPT, AND AGREE TO THE DEVELOPER'S DISCLAIMER AND ASSUME ALL RISK AND LIABILITY RESULTING FROM THE PURCHASE AND USE OF THIS PROPERTY.

Any existing builder or manufacturer warranties shall be deemed assigned to the applicable Unit Owner(s) when the pertinent Unit(s) is transferred from the Developer to said Unit Owner(s).

ARTICLE VII
APPURTENANCES

§ 7.1. APPURTENANT INTERESTS. Each Unit shall have as an appurtenance thereto an equal undivided share of the Common Elements and Common Surplus as more specifically described on Exhibit "D" attached hereto and by this reference incorporated herein.

§ 7.2. FRACTIONAL LIABILITY FOR COMMON EXPENSES. The percentage or fractional shares of liability for common expenses is the same as the undivided shares of ownership of the common elements and common surplus appurtenant to each unit as provided in Exhibit "D" attached hereto.

§ 7.3. PARTITION OF COMMON ELEMENTS. The share of the undivided percentage interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

§ 7.4. MAINTENANCE OF COMMON ELEMENTS. The Association is responsible for the maintenance of the Common Elements. This includes, but is not limited to, maintenance of the roadways within the Condominium property, maintenance of all items for which assessments are collected from unit owners as set forth in the budget, and maintenance of all items and areas that are defined as Common Elements in the Condominium Documents and Condominium Act.

ARTICLE VIII
ASSESSMENTS

§ 8.1 ASSESSMENTS. The Association has the responsibility, duties, and powers, to collect all Condominium assessments as provided and specified in the Bylaws.

§ 8.2 ASSESSMENT SHARES. The percentage or fractional shares of liability for assessments is the same as the undivided shares of ownership of the common elements and common surplus appurtenant to each unit as provided in Exhibit "D" attached hereto. Each unit

owner's liability for assessments is based on a fractional share of the total overall budget as apportioned in Exhibit "D" attached hereto.

ARTICLE IX AMENDMENTS
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§ 9.1. BY OWNERS. Unit Owners may vote to amend this Declaration as provided by Chapter 718, Florida Statutes. Amendments by a vote of the Unit Owners shall be governed by the same procedures for proposal and adoption as set forth in the Bylaws.

Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Leon County, Florida.

§ 9.2. BY THE DEVELOPER. Except for amendments restricted by § 718.110(4) and § 718.110(8), the Developer reserves the right at any time, so long as the Developer holds units for sale in the ordinary course of business, to unilaterally amend this Declaration as it may deem appropriate, in its sole discretion, to carry out the purposes of the project, or as may be required by any lending institution, FHA, VA, FHLMC, FNMA, title insurance company or public body, or as may be necessary to conform the same to the requirements of law or to facilitate the operation and management of the Condominium or the sale of Units in an FHA/VA approved condominium. The Developer may also unilaterally make amendments to fix typographical or clerical errors. The Developer may also unilaterally make amendments to add the surveyor's certificate(s) required by § 718.104(4)(e). Any amendments to this Declaration which may be unilaterally made by the Developer shall become effective upon the recording in the Public Records of Leon County, Florida, of an instrument executed solely by the Developer with the formalities of a deed, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.

Amendments restricted by § 718.110(4) and § 718.110(8) are not valid unless the record owner of each unit of the condominium and the record owners of liens on each unit of the condominium join in the execution of the amendment:

§ 9.3. RESTRICTIONS ON AMENDMENTS. No amendment to this Declaration shall be permitted if such amendment would:

- (a) change the configuration, size, or boundaries of any Unit in any material fashion;
- (b) materially alter or modify the appurtenances to any Unit;
- (c) change the proportion or percentage by which the Owners share the Common Expenses and own the Common Surplus; or
- (d) permit timeshare estates to be created in any unit of the condominium;

unless the record owner of each unit of the condominium and the record owners of liens on each unit of the condominium join in the execution of the amendment.

§ 9.4. CONSENT OF MORTGAGEES TO AMENDMENTS. The provisions of § 718.110(11), Florida Statutes, govern and control the procedures and requirements regarding the consent or joinder of mortgagees to or in amendments to the condominium documents. All of the provisions of § 718.110(11), Florida Statutes, are incorporated herein by reference, and accordingly, the consent or joinder of mortgagees to or in amendments to the condominium documents shall be enforceable only as to the following matters:

- (a) Those matters described in § 718.110(4) and 718.110(8), Florida Statutes; and
- (b) Amendments to the declaration, articles of incorporation, or bylaws that adversely affect the priority of the mortgagee's lien or the mortgagee's rights to foreclose its lien or that otherwise materially affect the rights and interests of the mortgagees.

Any required consent or joinder of mortgagees may not be unreasonably withheld.

§ 9.5. NOTICE TO MORTGAGEES. In order to meet the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, FHA, VA, “Fannie Mae”, “Freddie Mac”, etc., so that units in the condominium can meet said underwriting standards and be mortgaged with those types of loans, mortgagees and guarantors of the mortgages on any unit shall have the right to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy maintained by the owners’ association;
- (d) Any proposed action that requires the consent of a specified percentage of mortgagees;
- (e) Those matters described in § 718.110(4) and 718.110(8); and
- (f) Any matters that adversely affect the priority of the mortgagee’s lien or the mortgagee’s rights to foreclose its lien or that otherwise materially affect the rights and interests of the mortgagees.

<p>ARTICLE X SEVERABILITY</p>

§ 10.1. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents and the Condominium Rules and Regulations shall not affect the validity of the remaining portions.

ARTICLE XI
MEMBERSHIP and VOTES

§ 11.1. MEMBERSHIP. The owners of the condominium units shall be members in the Association pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association.

§ 11.2. VOTES. Each Unit shall have one (1) vote in the Association. See the Bylaws for more detail regarding the voting process and procedure.

EXECUTION

IN WITNESS WHEREOF, the Developer has executed this Declaration this _____ day of _____, 2019.

WITNESSES:

Signature

Printed Name

Signature

Printed Name

DEVELOPER SIGNATURE:

TALCOR URBAN HOUSING, LLC
a Florida Limited Liability Company

By: _____
_____, as Manager

NOTARY

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared _____, as the Manager of TALCOR URBAN HOUSING, LLC, a Florida Limited Liability Company, and he/she acknowledged that he/she executed the foregoing instrument on behalf of the company pursuant to due authority. He/she is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

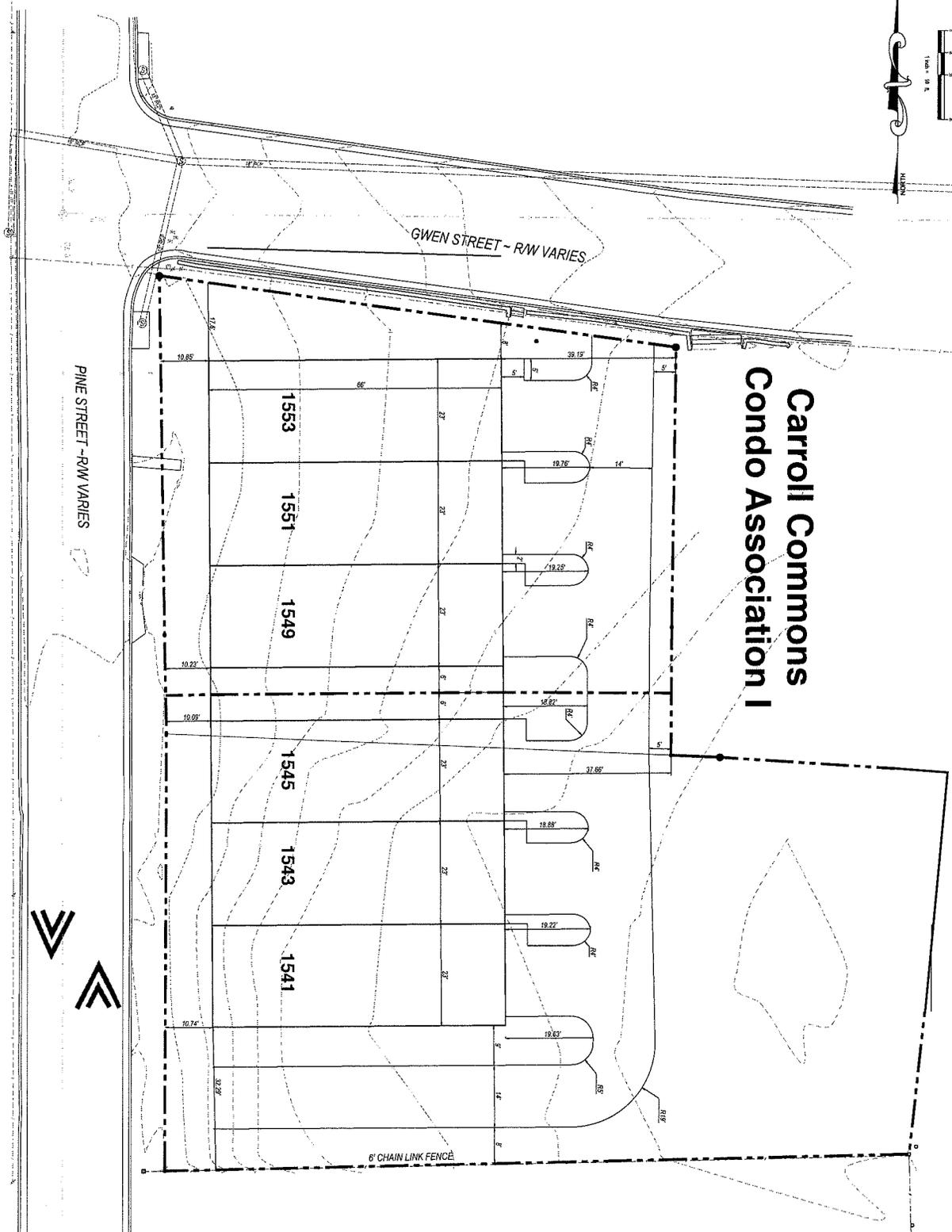
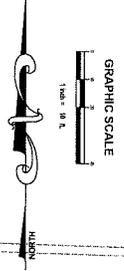
WITNESS my hand and seal this _____ day of _____, 2019.

Stamp or Seal:

Notary Signature

Notary Printed Name

Moore Bass Consulting



Carroll Commons Condo Association I

PINE STREET - RW VARIES

GWEN STREET - RW VARIES

6' CHAIN LINK FENCE



	PROJECT NAME	1541 & 1549 PINE STREET													
	CLIENT NAME	KENT DEVELOPMENT LLC													
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION										<p>DATE: 02/23/18 DRAWN BY: J. BASS CHECKED BY: M. BASS PROJECT NO: 18001 SHEET NO: 1/1</p>		<p>TALLAHASSEE ATLANTA www.mbcoll.com</p>
NO.	DATE	DESCRIPTION													

FILED

19 OCT 25 11 43

SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF INCORPORATION

of

CARROLL COMMONS CONDOMINIUMS ASSOCIATION,
INC.,

a Florida Not-For-Profit Corporation

[Exhibit "B" to the Declaration of Condominium of CARROLL COMMONS
CONDOMINIUMS]

THE UNDERSIGNED hereby associate themselves together for the Purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I
NAMES AND ADDRESSES

§ 1.1. Corporation. The name of the corporation shall be CARROLL COMMONS CONDOMINIUMS ASSOCIATION, INC. For convenience this corporation shall be referred to herein as the "Association".

§ 1.2. Incorporator. The name and address of the incorporator of these Articles of Incorporation is as follows: TALCOR URBAN HOUSING, LLC, 1018 Thomasville Road #200A, Tallahassee, FL 32303.

§ 1.3. Principal Office. The address of the principal office of the Association is as follows: 1018 Thomasville Road #200A, Tallahassee, FL 32303.

§ 1.4. Registered Agent. The association hereby appoints JOHN McNEIL as its Registered Agent to accept service of process within this state, with the Registered Office located at 1018 Thomasville Road #200A, Tallahassee, FL 32303.

ARTICLE II DEFINITIONS & PURPOSES
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§ 2.1. Terms. Unless otherwise defined herein, terms shall have the same meaning given such terms in the Declaration (as defined below).

§ 2.2. Purpose. The purposes for which the Association is organized is to manage, operate and maintain the condominium to be known as CARROLL COMMONS CONDOMINIUMS, hereinafter referred to as the "condominium", in accordance with the DECLARATION OF CONDOMINIUM OF CARROLL COMMONS CONDOMINIUMS (hereinafter the "Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.

§ 2.3. Stock and Profits. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE III POWERS

§ 3.1. Common Law & Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

§ 3.2. Other Powers. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (a) To adopt a budget and make and collect assessments against members to defray the costs of 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.
- (d) To reconstruct improvements after casualty and construct further improvements to the Condominium Property.
- (e) To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.
- (f) To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association and the Condominium Rules and Regulations.
- (g) Pursuant to the terms of the Declaration, to contract for the management of the Condominium and the delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents and applicable law to have approval of the board of directors or the members of the Association.

§ 3.3. Funds & Titles to Property. All funds and the titles to all Property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

§ 3.4. Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE IV MEMBERS

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

§ 4.1. Owners. All Owners are members of the Association, and no other persons or entities are entitled to membership. The Owner(s) are entitled to vote in accordance with the Bylaws.

§ 4.2. Changes. Changes in membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is situated, a Deed or other instrument establishing a change of record title to a Unit in the Condominium, and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall thereby terminate.

§ 4.3. Assignment & Transfer. The share of a member in the funds and assets of the Association can **not** be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

ARTICLE V DIRECTORS

§ 5.1. Number of Board Members. The affairs of the Association will be managed by a board of directors as set by the Bylaws, and in the absence of such determination shall consist of a minimum of three (3) directors.

§ 5.2. Appointment or Election. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

§ 5.3. Initial Board. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
JOHN McNEIL	1018 Thomasville Road #200A Tallahassee, FL 32303
FRANK LANGSTON	1018 Thomasville Road #200A Tallahassee, FL 32303
ED MURRAY	1018 Thomasville Road #200A Tallahassee, FL 32303
SLATON MURRAY	1018 Thomasville Road #200A Tallahassee, FL 32303

ARTICLE VI OFFICERS

§ 6.1. Offices. The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected as set forth in the Bylaws. Officers shall serve with or without compensation (as determined in the Bylaws) at the pleasure of the board of directors. The same person may hold multiple offices if so elected.

The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	JOHN McNEIL 1018 Thomasville Road #200A Tallahassee, FL 32303
Vice President:	FRANK LANGSTON 1018 Thomasville Road #200A Tallahassee, FL 32303
Secretary	ED MURRAY 1018 Thomasville Road #200A Tallahassee, FL 32303

Treasurer

SLATON MURRAY
1018 Thomasville Road #200A
Tallahassee, FL 32303

ARTICLE VII
INDEMNIFICATION

§ 7.1. Director & Officer Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney and paralegal fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board of directors has approved such settlement and when the board of directors has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII
BYLAWS

§ 8.1. Adoption. The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX
AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

§ 9.1. 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.

§ 9.2. Proposal and Adoption. An amendment may be proposed by either the board of directors or by the membership of the Association. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Articles may be amended by not less than two-thirds (2/3) of all the directors and by not less than a two-thirds (2/3) vote of the members of the Association at a duly called meeting of the Association.

§ 9.3. Effective Date of Amendments. An amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of the county in which the Condominium is situated.

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

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

ARTICLE X TERM

§ 10.1. Term. The term of the Association shall be the life of the Condominium.

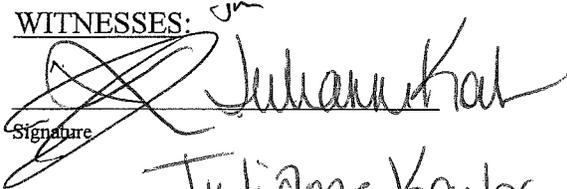
§ 10.2. Termination. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

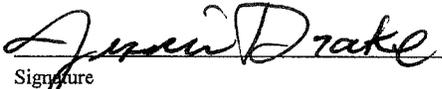
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EXECUTION

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this
28 day of OCTOBER, 2019.

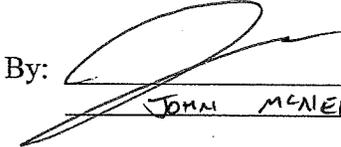
WITNESSES:


Signature
Julianne Kouba
Printed Name


Signature
Jessica Drake
Printed Name

INCORPORATOR SIGNATURE:

TALCOR URBAN HOUSING, LLC
a Florida Limited Liability Company

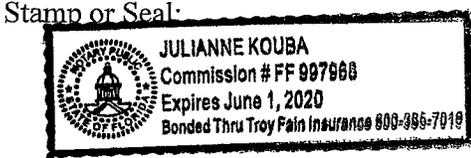
By: 
JOHN MCNEILL, as Manager

NOTARY

**STATE OF FLORIDA
COUNTY OF LEON**

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared John McNeill, as the Manager of TALCOR URBAN HOUSING, LLC, a Florida Limited Liability Company, and he/she acknowledged that he/she executed the foregoing instrument on behalf of the company pursuant to due authority. He/she is personally known to me or has produced sufficient identification and did take an oath or made appropriate acknowledgment.

WITNESS my hand and seal this 28 day of October, 2019.




Notary Signature
Julianne Kouba
Notary Printed Name

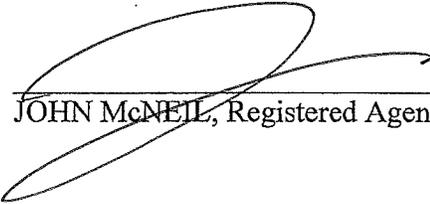
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF
PROCESS WITHIN THIS STATE, NAMING AGENT WITH WHOM PROCESS MAY BE SERVED.

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That CARROLL COMMONS CONDOMINIUMS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office indicated in the articles of incorporation in the City of Tallahassee, County of Leon, State of Florida, has appointed JOHN McNEILL, 1018 Thomasville Road #200A, Tallahassee, FL 32303, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above corporation, at the place designated in this certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to being available at said location.



JOHN McNEIL, Registered Agent

BYLAWS

of

CARROLL COMMONS CONDOMINIUMS ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

[Exhibit "C" to the Declaration of Condominium of CARROLL COMMONS
CONDOMINIUMS]

ARTICLE I IDENTITY

These are the Bylaws of CARROLL COMMONS 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 CARROLL COMMONS CONDOMINIUMS (the "Condominium"), in accordance with the DECLARATION OF CONDOMINIUM OF CARROLL COMMONS CONDOMINIUMS (the "Declaration").

§1.1 . Office. The office of the Association shall be at 1018 Thomasville Road #200A, Tallahassee, FL 32303, 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.

All terms, definitions, and provisions of the Condominium Act, Chapter 718, which are not inconsistent with those in these Bylaws, are incorporated herein. If any terms, definitions, and provisions of these Bylaws are inconsistent with the requirements of the Condominium Act, such inconsistency shall not affect the validity of these Bylaws, rather, the applicable terms, definitions, and provisions will be deemed to be replaced by those required by the Condominium Act. References to particular sections of Chapter 718, the Florida Administrative Code, or other statute, law, or rule that are incomplete, mistaken, antiquated, superceded, or in error for any other reason, shall be deemed to be replaced by the correct applicable citation that the document context requires.

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.

§ 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 as follows:

- (a) Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the board of directors of the Association when the Owners other than the Developer own 15 percent or more of the Units in the Condominium that will be operated ultimately by the Association.
- (b) Owners other than the Developer shall be entitled to elect not less than a majority of the members of the board of directors of the Association:

- (1) Three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (2) Three months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- (3) 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;
- (4) 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;
- (5) When Developer files a petition seeking protection in bankruptcy;
- (6) When a receiver for Developer is appointed by a circuit court and is not discharged within thirty (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
- (7) Seven (7) years after recordation of this Declaration; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase,

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. 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 unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

(c) 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.

- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.

<p>ARTICLE III MEMBERS MEETINGS</p>

§ 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 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)(3). 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. Owner directors may be removed from the board of directors pursuant to Section 718.112(2)(j), 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.

<p>ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS</p>

§ 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) 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
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§ 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, 2020. 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.

<p>ARTICLE VIII Budgets</p>
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§ 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, 2020. Therefore, the first budget adopted by the board shall take effect on JANUARY 1, 2021.

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

Insurance shall be obtained in the types and amounts required by Chapter 718 and as the Board determines necessary and prudent to adequately protect the Condominium Property.

§ 9.1. Adequate Insurance, Primary Coverage, and Exclusions from Coverage. The provisions of § 718.111(11), Florida Statutes, apply to every residential condominium in the state of Florida. Accordingly, the following provisions are incorporated directly from § 718.111(11):

(a) 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.

1. An association or group of associations may provide adequate property insurance through a self-insurance fund that complies with the requirements of ss. 624.460-624.488.

2. The association may also provide adequate property insurance coverage for a group of at least three communities created and operating under this chapter, chapter 719, chapter 720, or chapter 721 by obtaining and maintaining for such communities insurance coverage sufficient to cover an amount equal to the probable maximum loss for the communities for a 250-year windstorm event. Such probable maximum loss must be determined through the use of a competent model that has been accepted by the Florida Commission on Hurricane Loss Projection Methodology. A policy or program providing such coverage may not be issued or renewed after July 1, 2008, unless it has been reviewed and approved by the Office of Insurance Regulation. The review and approval must include approval of the policy and related forms pursuant to ss. 627.410 and 627.411, approval of the rates pursuant to s. 627.062, a determination that the loss model approved by the commission was accurately and appropriately applied to the insured structures to determine the 250-year probable maximum loss, and a determination that complete and accurate disclosure of all material provisions is provided to condominium unit owners before execution of the agreement by a condominium association.

3. When determining the adequate amount of property insurance coverage, the association may consider deductibles as determined by this subsection.

(b) If an association is a developer-controlled association, the association shall exercise its best efforts to obtain and maintain insurance as described in paragraph (a). Failure to obtain and maintain adequate property insurance during any period of developer control constitutes a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless the members can show that despite such failure, they have made their best efforts to maintain the required coverage.

(c) Policies may include deductibles as determined by the board.

1. The deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the condominium property is situated.
 2. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained.
 3. The board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the board in the manner set forth in s. 718.112(2)(e).
- (d) An association controlled by unit owners operating as a residential condominium shall use its best efforts to obtain and maintain adequate property insurance to protect the association, the association property, the common elements, and the condominium property that must be insured by the association pursuant to this subsection.
- (e) The declaration of condominium as originally recorded, or as amended pursuant to procedures provided therein, may provide that condominium property consisting of freestanding buildings comprised of no more than one building in or on such unit need not be insured by the association if the declaration requires the unit owner to obtain adequate insurance for the condominium property. An association may also obtain and maintain liability insurance for directors and officers, insurance for the benefit of association employees, and flood insurance for common elements, association property, and units.
- (f) Every property insurance policy issued or renewed on or after January 1, 2009, for the purpose of protecting the condominium must provide primary coverage for:
1. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.
 2. All alterations or additions made to the condominium property or association property pursuant to s. 718.113(2).
 3. The coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.
- (g) A condominium unit owner's policy must conform to the requirements of s. 627.714.
1. All reconstruction work after a property loss must be undertaken by the association except as otherwise authorized in this section. A unit owner may undertake reconstruction work on portions of the unit with the prior written consent of the board of administration. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A unit owner must obtain all required governmental permits and approvals before commencing reconstruction.
 2. Unit owners are responsible for the cost of reconstruction of any portions of the condominium property for which the unit owner is required to carry property insurance, and any such reconstruction work undertaken by the association is chargeable to the unit owner and enforceable as an assessment pursuant to s. 718.116.

3. A multicondominium association may elect, by a majority vote of the collective members of the condominiums operated by the association, to operate the condominiums as a single condominium for purposes of insurance matters, including, but not limited to, the purchase of the property insurance required by this section and the apportionment of deductibles and damages in excess of coverage. The election to aggregate the treatment of insurance premiums, deductibles, and excess damages constitutes an amendment to the declaration of all condominiums operated by the association, and the costs of insurance must be stated in the association budget. The amendments must be recorded as required by s. 718.110.

(h) The association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the association, and the president, secretary, and treasurer of the association. The association shall bear the cost of any such bonding.

(i) The association may amend the declaration of condominium without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the declaration of condominium to the coverage requirements of this subsection.

(j) Any portion of the condominium property that must be insured by the association against property loss pursuant to paragraph (f) which is damaged shall be reconstructed, repaired, or replaced as necessary by the association as a common expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the association are a common expense of the condominium, except that:

1. A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.

2. The provisions of subparagraph 1. regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the association, as well as other property, whether real or personal, which the unit owners are required to insure.

3. To the extent the cost of repair or reconstruction for which the unit owner is responsible under this paragraph is reimbursed to the association by insurance proceeds, and the association has collected the cost of such repair or reconstruction from the unit owner, the association shall reimburse the unit owner without the waiver of any rights of subrogation.

4. The association is not obligated to pay for reconstruction or repairs of property losses as a common expense if the property losses were known or should have been known to a unit owner and were not reported to the association until after the insurance claim of the association for that property was settled or resolved with finality, or denied because it was untimely filed.

(k) An association may, upon the approval of a majority of the total voting interests in the association, opt out of the provisions of paragraph (j) for the allocation of repair or

reconstruction expenses and allocate repair or reconstruction expenses in the manner provided in the declaration as originally recorded or as amended. Such vote may be approved by the voting interests of the association without regard to any mortgagee consent requirements.

- (l) In a multicondominium association that has not consolidated its financial operations under subsection (6), any condominium operated by the association may opt out of the provisions of paragraph (j) with the approval of a majority of the total voting interests in that condominium. Such vote may be approved by the voting interests without regard to any mortgagee consent requirements.
- (m) Any association or condominium voting to opt out of the guidelines for repair or reconstruction expenses as described in paragraph (j) must record a notice setting forth the date of the opt-out vote and the page of the official records book on which the declaration is recorded. The decision to opt out is effective upon the date of recording of the notice in the public records by the association. An association that has voted to opt out of paragraph (j) may reverse that decision by the same vote required in paragraphs (k) and (l), and notice thereof shall be recorded in the official records.
- (n) The association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the unit or by the developer if the improvement benefits only the unit for which it was installed and is not part of the standard improvements installed by the developer on all units as part of original construction, whether or not such improvement is located within the unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.
- (o) The provisions of this subsection shall not apply to timeshare condominium associations. Insurance for timeshare condominium associations shall be maintained pursuant to s. 721.165.

§ 9.2. Authority To Purchase Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association from a fiscally responsible company authorized to do business in the State of Florida. In selecting an insurance carrier, the Association shall refer to and comply with the criteria set forth in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide for specific requirements regarding the qualifications of insurance carriers. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their Mortgagees. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the Insurance Trustee. Such policies shall also include a "condominium endorsement" which shall provide for recognition on any insurance trust agreement, waiver of the right of subrogation against Owners individually, that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively and that

the policy is primary in the event the Owners have other insurance covering the same loss. Such policies shall also include, to the extent available and commonly required by prudent institutional mortgage investors in the area, an “Agreed Amount Endorsement”, “Inflation Guard Endorsement” and/or “Demolition or Building Code Endorsement”.

§ 9.3. Personal Property Of Owners. If desired, each Owner shall obtain insurance coverage upon his personal property at his own expense, and such insurance shall not be the responsibility of the Association.

§ 9.4. Terms of Coverage. The terms of the insurance coverage shall meet the requirements specified herein and in Chapter 718, Florida Statutes. Minimum requirements do not preclude the Association from obtaining additional coverage if deemed necessary and prudent.

- (a) Casualty. All buildings and improvements upon the Condominium Property shall be adequately insured, and all personal property owned by the Association shall be adequately insured. Coverage shall afford protection against:
 - (1) Loss or damage by fire and all other casualties and hazards normally and customarily covered by a standard policy and/or endorsements;
 - (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including floods and all other perils normally covered by the standard “all risk” endorsement where such is available, including, but not limited to, vandalism and malicious mischief.
- (b) Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the board of directors of the Association from time to time. Wherever and whenever it is possible and economically feasible to do so, the board of directors shall attempt to obtain adequate insurance protection in reasonably prudent coverages. Except as required herein, nothing in this

Declaration shall be construed to require the board of directors to obtain such coverage as a condition precedent to the Association conducting business.

- (c) Worker's Compensation. Workers compensation insurance shall be carried at all times necessary and to meet the requirements of law.
- (d) Fidelity Bond. Fidelity insurance coverage shall be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association.

The total amount of fidelity bond coverage required shall be in the amount required for each such officer, director or employee as required by Chapter 718, or in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Management Company, as the case may be, at any given time during the term of each bond, whichever is greater, but in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. The fidelity bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity bonds shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association. Such bonds must also provide that any FNMA servicer, on behalf of FNMA, must also receive such notice of cancellation or modification.

- (e) Other. Such other insurance may be carried as the board of directors of the Association shall determine from time to time to be desirable.

§ 9.5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

§ 9.6. Insurance Trustee: Share Of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and any Mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to a named Insurance Trustee (the "Insurance Trustee") if the board of directors shall so elect. All references to an Insurance Trustee herein shall apply to the Association if the board of directors elects not to appoint an Insurance Trustee. Any Insurance Trustee appointed by the board of directors shall be a commercial bank with trust powers authorized to do business in Florida or another entity acceptable to the board of directors of the Association. The insurance Trustee (other than the Association) shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Owners and any Mortgagees in the following shares; provided, however, that such shares need not be set forth on the records of the Insurance Trustee:

- (a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements shall be held in undivided shares for each Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to each Unit.
- (b) Units. Proceeds on account of damage to Units when the building or Unit is not to be restored shall be held in undivided shares for each Owner of those Units or Unit, such share being the same as the undivided share in the Common Elements appurtenant to each Owner's interest.
- (c) Mortgagees. Such insurance policies shall contain the standard mortgage clause or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the condominium is located and which appropriately names FNMA and FHLMC, if such corporations are Mortgagees. In the event a Mortgagee endorsement has been issued, any share for the Owner shall be held in trust for the Mortgagee and the Owner as their

interests may appear; provided, however, that no Mortgagee shall have the right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest in any of the following events:

- (1) When its mortgage is not in good standing and is in default; or
- (2) When insurance proceeds are insufficient to restore or repair the Unit to the condition existing prior to the loss and additional monies are not available for such purpose.

§ 9.7. Distribution Of Proceeds. Proceeds of insurance policies received by the insurance Trustee shall be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

- (a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
- (b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Owners and any Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.
- (c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be

distributed to the beneficial owners, remittances to Owners and any Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.

- (d) In making distribution to Owners and any Mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the Owners and their respective shares of the distribution.

§ 9.8. Association As Agent And Attorney-In-Fact. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Owner to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

§ 9.9. Notice To Owners And Mortgagees. No insurance policy required by these Bylaws, the Declaration, or Chapter 718, may be canceled or substantially modified without at least ten (10) days prior written notice to the Association and each Mortgagee. Certificates of insurance shall be issued to each Owner and Mortgagee upon written request therefor.

<p>ARTICLE X Liability of Association</p>
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§ 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.

<p>ARTICLE XI RECONSTRUCTION OR REPAIR AFTER CASUALTY</p>
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§ 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 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:
 - (1) Minor Damage. If the damage is to Units and if less than fifty percent (50%) of the Units are found by the board of directors of the Association to be untenable, the damaged property shall be reconstructed or repaired.

 - (2) Major Damage. If the damage is to Units and if fifty percent (50%) or more of the Units are found by the board of directors of the Association to be untenable, then the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, the holders of ninety percent (90%) of all of the votes of the Association agree in writing to not reconstruct or repair and to terminate the Condominium. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must have the prior approval of the Mortgagees holding first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Mortgagees are allocated.

- (c) Certificate. The Insurance Trustee May rely upon a certificate of the Association made by its president and attested by its secretary as to whether or not the damaged property is to be reconstructed or repaired.

§ 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 unless the approval of the Mortgagees holding first mortgages on Units to which at least fifty one percent (51%) of the votes of Units subject to mortgages held by such Mortgagees are allocated is obtained.

§ 11.3. Estimates Of Cost. Prior to rebuilding or repairing damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

§ 11.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds from insurance for the payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments shall be in proportion to the Owners' respective obligations for Common Expenses.

§ 11.5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or the insurance Trustee and funds collected by the Association through assessments against Owners, shall be disbursed in payment of such costs in the following manner:

- (a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee (if other than the Association). In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the board of directors of the Association; provided however, that upon request by a Mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid to or for the account of the Association from time to time as the work progresses but not more frequently than once in any calendar month. The Insurance Trustee shall make payments upon the written request of the Association for withdrawal of insurance proceeds, accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by an officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested

does not exceed the value of the services and material described in the certificate; that, except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work against the Common Elements or any Unit; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

- (3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of distribution to the beneficial owners in excess of assessments paid by an Owner to the construction fund shall be made payable to any Mortgagee.
- (4) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that

when a Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to an Owner; and further provided, that when the Association or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

§ 11.6. 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 or any Unit or portion of any Unit. Upon obtaining knowledge of such action or threatened action, the Association shall notify all affected Mortgagees of record of same.

- (a) Common Elements. 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. In the event any repair or restoration of the Common Elements is necessary in the opinion of a majority of the board of directors of the Association on account of such taking, or in the event a majority of the voting interests at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association in the same manner as insurance proceeds under Article X, §11.5 above where there is no repair or restoration of the damage.

(b) Units. Any award or settlement for the taking in condemnation of a Unit shall be made payable to the Association for the benefit of the Owners thereof. In the event any repair or restoration of the Unit is necessary in the event a majority of the voting interests appurtenant to that Unit at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association as to the Owners of that Unit in the same manner as insurance proceeds under Article X, §11.5 above. If a temporary taking in condemnation of use (but not title) of a Unit occurs, the entire award or settlement for such temporary taking shall be paid to the Association for the benefit of the Owners of such Unit.

§ 11.7. Notice To Mortgagees. Mortgagees shall be entitled to timely written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a mortgage held, insured or guaranteed by such Mortgagee.

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.

<p>ARTICLE XIII GOVERNING LAW & SEVERABILITY</p>

§ 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. The right of an Owner to sell, transfer, assign or hypothecate his Unit shall not be subject to the approval of the Association. Accordingly, a proper transfer or conveyance of such Unit shall not require the written approval of the Association.

§ 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.

<p>ARTICLE XXI MERGER</p>

§ 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)(1), 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 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 _____ day of _____, 2019, 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 _____ day of _____, 2019.

WITNESS SIGNATURES:

SECRETARY SIGNATURE:

Signature

ED MURRAY, Secretary

Printed Name

Signature

Printed Name

NOTARY

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared ED MURRAY, Secretary of CARROLL COMMONS 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 _____ day of _____, 2019.

Stamp or Seal:

Notary Signature

Notary Printed Name

**PERCENTAGE INTERESTS IN THE COMMON ELEMENTS,
SHARE OF COMMON EXPENSES AND COMMON
SURPLUS**

[Exhibit "D" to Declaration of Condominium of CARROLL COMMONS CONDOMINIUMS]

As required under Florida Statutes, Section 718.104(4)(f), appurtenant to each Unit in the Condominium shall be an equal undivided ownership interest in the Common Elements, as well as an equal undivided share of the Common Expenses and Common Surplus.

Under such circumstances, each Unit will have appurtenant to it an undivided ownership interest in the Common Elements and a percentage share of the Common Expenses and Common Surplus as follows:

1/6 fractional interest and percentage share

CONDOMINIUM RULES AND REGULATIONS
for
CARROLL COMMONS CONDOMINIUMS
[Exhibit “E” to the DECLARATION OF CONDOMINIUM OF
CARROLL COMMONS CONDOMINIUMS]

Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and these Condominium Rules and Regulations adopted pursuant to those documents. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical terms used in the DECLARATION OF CONDOMINIUM OF CARROLL COMMONS CONDOMINIUMS. Failure of an Owner to comply with the provisions of the Condominium Documents and these Condominium Rules 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.

1. Units, Common Elements and Limited Common Elements. No Unit may be divided or subdivided into a smaller Unit; provided however, that Owners may paint, add, and remove non-structural and non-unit boundary walls, floor coverings, and wall coverings, and otherwise decorate the interior of the units as the Owners see fit. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, their guests and lessees and other authorized occupants of Units. Unit Owners may not decorate, landscape, or otherwise change in any way the appearance of their Limited Common Elements without the prior approval of the Association.

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

- (a) **By the Association.** Unless caused by the specific abuse of an Owner or any licensee, guest or tenant of an Owner, the Association shall maintain, repair and replace at the Association's expense:
- (1) All Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.
 - (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services.
- (b) **By the Owner.** The responsibility of the Owner for maintenance, repair and replacement shall be as follows:
- (1) To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association.
 - (2) To promptly report to the Association upon discovery any defect or need for repairs for which the Association is responsible.
 - (3) To bear in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by any Owner or any licensee, guest or tenant of said Owner.
 - (4) To maintain, repair and replace all components, furnishings, carpeting, appliances and other property, real, personal or mixed, located inside or comprising a Unit unless provided otherwise in the Condominium Documents.

2. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the condominium Property.

3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

4. Leasing of Units. Owners have the right to lease/rent all or part of a unit. All of the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against an Owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such Owner and tenant designating the Association as the Owner's agent for the purpose of and with the authority to enforce the terms and provisions of the Condominium Documents or Condominium Rules and Regulations.

5. Signs. Owners of Units have the right to place and maintain reasonably sized and located "For Sale" or "For Rent" signs in front of the respective unit. Placement of such advertising signs may not be prohibited outright; provided, however, that the Board has the power to determine if such signs are unsightly and/or unreasonable to the detriment of the community, and accordingly, the Board may control and restrict the placement of "For Sale" or "For Rent" signs or other displays or advertising on any part of the Units, Common Elements, and Limited Common Elements. Types of signs other than "For Sale" or "For Rent" may be restricted or prohibited by the Board. The Board should work closely with unit owners in developing any such restrictions, and any restriction by the Board regarding signs may be modified or removed by a majority vote of the unit owners. The Developer (and the Developer's successor and/or assigns and entities affiliated with the Developer or employed by the Developer to market the Units) reserves the right to place and maintain "For Sale" or "For Rent" signs on the Condominium Property for as long as the Developer may have Units to sell.

6. Prohibited Vehicles. No trailers or commercial vehicles shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association or the Owners. The developer and its designees shall have the right to be exempt from any parking restrictions if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of the units. Further, third party service providers, such as utility, cable, telephone, etc., shall be allowed to park vehicles and equipment as necessary in order to service, install, or otherwise maintain their systems on the

condominium property. Bicycles and motorcycles shall not be stored on the Condominium Property except in such areas designated for this purpose.

7. Exterior Appearance. No Owner shall decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of a Unit, display of objects upon patios, balconies, railings or exterior window sills or ledges, reflective film or other extraordinary window treatments, draperies, window shades, screen doors and lights. The Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision, which also applies to Common Elements and Limited Common Elements.

8. Antennas and Satellite Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind may be allowed on the Condominium Property, except (i) as may be provided by the Developer or the Board for the benefit and use of the Condominium; (ii) if such apparatus is completely contained within the Unit so as not to be visible from outside the Unit; (iii) if such apparatus is otherwise approved by the Board; or (iv) that one such apparatus measuring no more than one (1) meter in diameter may be placed on the balcony or terrace Limited Common Element of a Unit in the best location that allows for acceptable reception yet maximum aesthetic compatibility with the surrounding environment. If an Owner elects to avail himself of Section (iv) in the prior sentence, the Owner will be required to paint the apparatus to match the exterior paint color of the balcony or terrace if such painting does not void any warranty on the apparatus. In addition, the Board may adopt rules requiring plants to be placed around the apparatus or some other means of obscuring the apparatus from the view of other owners or persons on the ground. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception. Notwithstanding anything in this section to the contrary, if Owners are provided access to a central antenna system such that the provisions of 47 C.F.R. § 1.4000(a)(3)(i) through (iii) are satisfied, then Owners will not be permitted to place an antenna, aerial, satellite dish, cable television service wiring, or other type of apparatus for the transmission or reception of television, radio, satellite or other signals of any kind on any portions of the Condominium Property.

9. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission, and not the Association. In order to insure the comfort of all Owners and authorized users, radio, television sets, and any and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons, and if noise is problematic, the Board may set certain hours of the night to remain peaceful and free of noise disturbances.

10. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Nothing shall be projected out of any window on the Condominium Property. All personal property of Owners shall be stored within the Unit.

11. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, or stairways, streets, or other common areas which would cause an obstruction or safety hazard. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property.

12. Balconies and Windows. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. Owners shall not allow anything to be thrown or to fall from windows, doors, or balconies. Provided, however, that any unit owner may display one portable, removable United States flag in a respectful way, and on Armed Services Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration, rules, or requirements dealing with flags.

13. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the board of

directors of the Association, the Management Company or any other person authorized by the, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Association or its designee shall be allowed to retain a key for each Unit.

Entry to the Unit shall require attempted notice to the Owner prior to entering such unit, except in extreme emergencies where notice is not reasonably practical, including but not limited to, for example, fires and floods. If the Owner cannot be contacted, then the Association or Management Company may only enter a Unit in an emergency for the sole purpose of preventing or mitigating immediate damage to that Unit or other surrounding Units.

14. Plumbing. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner.

15. Roof. Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express approval of the board of directors or Management Company.

16. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the board of directors or the Management Company, except for solicitation by the Developer or an entity affiliated with the Developer in marketing the sale or rental of Units.

17. Parking. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of any owner shall be parked in any unauthorized area.

18. Storage of Dangerous Items. No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element or Limited Common Element except as are required for normal household use.

19. Employees/Agents Control and Entry of Units. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developers or affiliated entity's on-going sales or rental programs, shall not be sent off the condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Association or Management Company for proper resolution. Employees or agents of the Association or Management Company shall be permitted, during reasonable hours, to enter units for maintenance and repairs after reasonable notice. Entry without notice to the Unit Owner(s) shall only be allowed in extreme emergencies as detailed hereinabove.

20. Complaints. Complaints regarding the service of the Condominium shall be made in writing to the Association or Management Company, if applicable. Also, see Article XXIII of the Bylaws for information regarding unit owner inquiries.

21. Payment of Maintenance Fees, and Special Charges and Fines. Payment of dues, maintenance fees and other duly authorized charges and assessments shall be made at the office of the Association or Management Company, if applicable.

22. Pets. The Board may require a non-refundable or refundable pet fee to be deposited to offset damage or maintenance caused by pets. If noise or nuisance by pets becomes problematic, members may vote to set certain restrictions to address the problems. Vote approval for pet restrictions shall be by a majority of the members, and the members may subsequently choose at any time to remove pet restrictions by majority vote.

23. Parking Enforcement. The Board has the right to institute parking enforcement polices, rules, regulations, and enforcement procedures, including contracting with private towing companies to remove vehicles at the owners' expense. Parking is only allowed in designated spaces, and pursuant to the local governmental permitting, laws, or ordinances, the amount of vehicles allowed on-site on the condominium may be limited or restricted. There is no guarantee

that unit owners will be allowed a certain number of parking spaces per unit. The Board may number parking spaces, and require unit owners to maintain stickers or decals that display their respective parking space number, and the Board may allow vehicles to be towed if unit owners do not follow this policy.

24. Fines. Pursuant to Fla. Stat. § 718.303(3), the association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

25. Savings Clause for Marketable Title and Closing Agents. Violations of these rules shall not affect marketable record title to a unit, with the exception of a duly and validly recorded lien placed in the public records by the Association. Except for liens recorded in the public records, a closing agent, attorney, firm, title company, or the like, shall not be under any duty to determine whether an owner is in compliance with the rules and regulations for purposes of conducting a closing or issuing a title insurance commitment, policy, etc.