

BY LAWS OF
THE GREENS II OF ST. AUGUSTINE CONDOMINIUM
ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

1. Identity. These are the By Laws of The Greens II of St. Augustine Condominium Association, Inc., (the "Association") a not for profit Florida corporation, established in accordance with Chapter 718, Florida Statutes, (the "Condominium Act") for the purpose of administering The Greens II of St. Augustine, A Condominium located at 665 Shores Boulevard, St. Augustine Florida 32086 and created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of The Greens II of St. Augustine, a Condominium (the "Declaration") when recorded or thereafter amended in the Public Records of St. Johns County, Florida (the "County"). Words defined in the Declaration have the same meaning when used herein.

1.1 Office. The office of the Association shall be at the site of the Condominium or such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

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.

2. Members.

2.1 Qualification. The members of the Association shall consist of all of the record owners of Units.

2.2 Change of Membership. Change of membership in the Association shall be established by recording in the Official Public Records of the County, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights. There shall be one (1) vote for each Unit, and the manner of exercising that vote shall be determined by these By Laws. The Owner of more than one (1) Unit shall be entitled to one (1) vote for each Unit owned. The term "majority" as used in these By Laws and other Condominium documents in reference to voting by Unit Owners and the Board of Directors, means more than fifty percent (50%).

2.4 Designation of Voting Representative. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of

appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof. Notwithstanding the foregoing, if title to a Unit is held jointly by a husband and wife, either co-owner is entitled to cast the vote for such Unit unless and until a certificate signed by both co-owners is filed with the Association designating a voting co-owner.

2.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of all owners is specifically required by the Declaration or these By Laws.

2.6 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

3. Members' Meetings.

3.1 Annual Members' Meeting. The annual members' meeting shall be held at the office of the Association or such other location within the County designated by the Board of Directors on a date and time during the months of October or November as shall be designated by the Board of Directors; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

3.2 Special Members' Meeting. Special members' meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast fifty percent (50%) of the votes of the entire membership, which request shall state the purpose or purposes of the proposed meeting.

3.3 Notice of All Members' Meetings. Notice of all members' meetings stating the time and place and the agenda for the meeting shall be given to all Owners unless waived in writing. The notice shall be in writing and furnished to each member not less than fourteen (14) days nor more than sixty (60) days in advance of the date of the meeting and shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) continuous days but not more than sixty (60) days in advance of the date of the meeting. The Board of Directors, following notice to the Owners, shall designate a specific location within the Condominium Property for the posting of all required notices of meetings; provided however, if there is no condominium property upon which notices can be posted, the requirement to post notices shall not apply. The notice to each member shall be furnished by personal delivery or by mailing the same by either regular or certified mail to each member at the address last furnished to the Association, or if none, then to the address set forth in the recorded deed conveying the Unit to the current Unit Owner. Proof of such mailing shall be evidenced by an affidavit provided by an officer of the Association. Notice of meetings may be waived either before or after the meeting.

3.4 Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium or these By Laws. Proxies may be used to establish a quorum.

3.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and lawfully adjourned meetings thereof occurring within ninety (90) days after the date of the first meeting for which it was given. Proxies may be revoked at any time prior to the exercise thereof. The proxy must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof. Limited proxies shall be used for any matters for which the Condominium Act permits or requires a vote of Unit Owner, except as otherwise permitted by the Condominium Act. Notwithstanding the last preceding sentence, the Association may, by the affirmative vote of a majority of the votes of the Association adopt different voting and election procedures, which vote may be by a proxy specifically delineating the different voting and election procedures, and which may provide for elections to be conducted by limited or general proxy.

3.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- (a) Collection of election ballots
- (b) Calling of the roll and certifying of proxies
- (c) Proof of notice of meeting or waiver of notice
- (d) Reading and disposal of any unapproved minutes
- (e) Reports of officers
- (f) Reports of committees
- (g) Election of Directors
- (h) Unfinished business
- (i) New business
- (j) Adjournment

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be managed by a board of directors (the "Board" or the "Board of Directors") of no less than three (3) Directors, nor more than nine (9) Directors; however, the Board shall consist of an odd number. Initially, there shall be three (3) Directors. The number of Directors may be increased or decreased within the above stated limitations by a majority vote of the total voting interest of the Association at a duly called meeting of the Association. Each Director shall be a person entitled to cast a vote in the Association, except as provided in Section 4.2(d) of these By Laws.

4.2 Election of Directors.

(a) The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless these By Laws are amended by the affirmative vote of a majority of the total voting interests to provide for different voting and election procedures. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate mailing or included in another Association mailing or delivery (including regularly published newsletters) to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda required by subparagraph 3.3 hereof, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein not less than fourteen (14) days and no more than thirty-four (34) days prior to the election, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidates nor any obligation or duty to confirm the accuracy of the information. To reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his/her ballot, and any such ballots improperly cast shall be deemed invalid. Any Unit Owner violating this provision may be fined by the Association in accordance with the provisions of these By Laws. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

(b) Except as to vacancies created by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(c) Subject to subparagraph 4.2(d) hereof, any Director may be removed with or without cause by concurrence of a majority of the members of the Association by an agreement in writing or at a special meeting of the members called for that purpose by at least ten percent (10%) of the Unit Owners giving notice of the meeting in the manner provided for herein for special meetings and stating the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within five (5) full business days of the adjournment

of the Unit Owner meeting to recall one or more board members. At the meeting the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or the Board shall proceed as set forth in subparagraph 3.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by the laws of the State of Florida. The board of administration shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession, or the Board shall proceed as described in subparagraph 3.

(3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) fully business days after the meeting file with the Division of Florida Land Sales, Condominium and Mobile Homes a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

(4) If the Board fails to duly notice and hold a board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective and the board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

(d) The Declarant shall be vested with the power to designate the initial Board of Directors. The members of the Board of Directors designated by the Declarant need not be Unit Owners in the Condominium. Unless the Declarant has elected to transfer control of the Association to the owners at an earlier date, the Declarant shall transfer control of the Association to the Owner's board as provided in the following formula:

(1) When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the

Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

(2) Unit Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(i) three (3) years after sales have been closed by the Declarant of fifty percent (50%) of the Units that will be operated ultimately by the Association; or

(ii) three (3) months after sales have been closed by the Declarant of ninety percent (90%) of the Units that will be operated ultimately by the Association;

(iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Declarant in the ordinary course of business; or

(iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business;

(v) seven (7) years after recordation of the Declaration of Condominium.

(3) The Declarant shall be entitled to designate or elect not less than one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

(4) Within seventy-five (75) days after Unit Owners other than the Declarant are entitled to elect a member or members of the Board, the Association shall call and give notice of not less than sixty (60) days of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

(e) At the time that the Unit Owners other than the Declarant elect a majority of the members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the Unit Owners shall accept control of the Association. The Declarant shall simultaneously (or as to subparagraph 3, within ninety (90) days thereafter) deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant including but not limited to the following items, if applicable:

(1) The original or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording

information and shall be certified by affidavit by the Declarant or officer or agent of the Declarant as being a true and complete copy of the actual recorded Declaration; a certified copy of the Association's Articles of Incorporation; a copy of the By Laws; minute books and other corporate books and records of the Association, and any house rules and regulations which may have been promulgated, and all amendments to the above.

(2) Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Declarant relinquish control of the Association.

(3) The financial records, including financial statements of the association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant, who shall perform the review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Declarant was charged and paid the proper amounts of assessments.

(4) Association funds or control thereof.

(5) All tangible personal property that is represented by the Declarant to be part of the Common Elements, or that is ostensibly part of the Common Elements, or that is property of the Association, and inventories of these properties.

(6) A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the Condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Declarant or of his agent or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the improvements; provided however, that if the Condominium Property has been declared a condominium more than three (3) years after the completion of construction of the improvements, the provisions of this paragraph shall not apply to any such improvements.

(7) Insurance policies.

(8) Copies of any certificates of occupancy which may have been issued for the Condominium Property.

(9) Any other permits issued by governmental bodies applicable to the Condominium Property and which are currently in force or were issued within one (1) year prior to the date upon which the Unit Owners other than the Declarant took control of the Association.

(10) Written warranties of the contractor, subcontractors, suppliers and manufacturers as are still effective.

(11) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Declarant's records.

(12) Leases of the Common Elements, or in which the Association is lessor or lessee.

(13) Employment contracts in which the Association is one of the contracting parties.

(14) Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the Unit Owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.

(15) Other contracts in which the Association is one of the contracting parties.

4.3 Term. It is the Declarant's intent that following transfer of control of the Association to non-Declarant Unit Owners, the Board of Directors shall be elected for staggered terms so that approximately one-half (1/2) of the Directors shall stand for election at each annual meeting. Accordingly, at the first election of members of the Board of Directors at which the Unit Owners other than Declarant elect a majority of the Board of Directors, the candidate elected with the greatest number of votes shall be elected for a two (2) year term and the other candidate elected to the Board shall be elected for a one (1) year term. If more than two persons are elected to the Board in such first election, then the two (2) candidates receiving the most votes shall be elected for a two (2) year term and the remaining elected candidates shall be elected for a one (1) year term. Each member of the Board shall serve until he or she resigns, is removed from office, or his or her successor is duly elected and qualified.

4.4 Meetings of the Board of Directors. Meetings of the Board of Administration at which a quorum is present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board, subject to reasonable rules governing the tape recording and videotaping of meetings adopted by the Division of Florida Land Sales and Condominiums. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. 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 do not take final action on

behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

(a) The organizational meeting of a newly elected Board of Directors shall be held within twenty (20) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected.

(b) 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.

(c) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors.

4.5 Notice of Directors' Meetings.

(a) Notice of regular or special meetings shall be given to each Director, personally or by mail, telephone or facsimile at least forty-eight (48) hours prior to the time of the meeting stating the time, place and agenda items. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(b) 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 forty-eight (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 (1) 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 fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen 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, notices of board meetings shall be mailed or delivered at least fourteen (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.

4.6 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium or these By Laws.

4.7 Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted.

4.8 Statement of Agreement or Disagreement. A member of the Board of Directors or of a committee may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

4.9 Presiding Officer. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

4.10 Directors' Fees. Directors' fees, if any, shall be determined by the members of the Association; provided, Directors designated by the Sponsor shall never under any circumstances be entitled to Directors' fees. Any such compensation shall not be deemed to be a distribution of income of the Association.

5. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these By Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but not be limited to the following, subject, however, to the provisions of the Condominium Act, Declaration of Condominium, and these By Laws.

5.1 Assess. To determine, by specific action of the Board of Directors, the amount of all assessments to be assessed against members to defray the costs and expenses of the Condominium and to make and collect such assessments.

5.2 Disburse. To use the proceeds from assessments in the exercise of its powers and duties.

5.3 Maintain. To maintain, repair, replace and operate the Condominium properly.

5.4 Insure. To provide for insurance upon the Condominium Property and insurance for the protection of the Association and its members.

5.5 Reconstruct. To reconstruct improvements after casualty and further improve the Condominium Property.

5.6 Regulate. To make and amend by specification of the Board of Directors reasonable rules and regulations respecting the use of the property in the Condominium as provided in the Declaration.

5.7 Approval. To approve or disapprove those matters which require approval of the Association as provided in the Declaration of Condominium, including, the transfer, mortgage and ownership of Units.

5.8 Represent. By specific action of the Board of Directors, to authorize, represent, compromise, defend or prosecute, in the name of the Association, all actions and proceedings deemed necessary or appropriate in furtherance of the interests of the Association or the Unit Owners generally, including suits to foreclose liens, recover money judgments and eminent domain proceedings.

5.9 Management Contract. To contract for the maintenance and management of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgations of rules and execution of contracts on behalf of the Association. Such contract for the maintenance, management, or operation of the Condominium Property shall be subject to cancellation at the time and on the conditions as follows:

If the Unit Owners other than the Declarant have assumed control of the Association, or if Unit Owners other than the Declarant own not less than seventy-five percent (75%) of the Units in the Condominium, the cancellation shall be by concurrence of the Owners of not less than seventy-five percent (75%) of the Units other than the Units owned by the Declarant. If any such contract is cancelled under this provision and the Unit Owners other than the Declarant have not assumed control of the Association, the Association shall make a new contract or otherwise provide for maintenance, management or operation in lieu of the cancelled obligation at the direction of the owners of not less than a majority of the Units in the Condominium other than the Units owned by the Declarant.

5.10 Payment of Liens. To pay taxes, assessments, and fines which are liens against any part of the Condominium Property other than individual Units unless the individual Unit is owned by the Association and the appurtenances thereto, and to assess the same against the Units subject to such liens.

5.11 Enforcement. To enforce by legal means provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By Laws and any regulations adopted by the Association for the use of the Condominium Property.

(a) Each Unit Owner shall be governed by and comply with the Declaration, the Articles of Incorporation, and the By Laws of the Association, and any rules and regulations adopted thereunder (collectively the "Condominium Documents"). The provisions of the Condominium Documents shall be deemed to have been expressly incorporated into any lease of a Unit.

(b) Failure to comply with any of the terms of the Condominium Documents or amendments thereto shall be grounds for relief which may include, without limitation, an action for damages, injunctive relief, foreclosure of lien or any combination thereof, which relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner. The relief provided shall be in addition to that relief otherwise provided herein or by law.

(c) Notwithstanding the foregoing, and in addition thereto, the Board of Directors may impose reasonable fines upon a Unit Owner or its occupant, or both, for failure of a Unit Owner, occupant, tenant, guests, invitees, contractors or employees, to comply with any of the terms of the Condominium Documents or amendments thereto, provided the following procedures are adhered to:

(1) Notice: The party against whom the sanction is to be imposed shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The notice shall include:

- (i) A statement of the date, time and place of the hearing;
- (ii) A statement of the provisions of the Declaration, Association Articles or By Laws, or Association rules which have allegedly been violated; and,
- (iii) A short and plain statement of the matters asserted by the Association.

(2) Hearing: The alleged violation shall be presented to a committee of Unit Owners (the "Committee") after which the party against whom the sanctions may be imposed shall have an opportunity to respond, to present evidence, to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Unit Owner not later than twenty-one (21) days after the hearing. If the Committee does not agree with the fine, the fine shall not be levied.

(3) Penalties: For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00).

(4) Payment of Penalties: Fines shall be paid not later than ten (10) days after receipt of notice of the imposition or assessment of a fine, and thereafter shall bear interest until paid.

(5) Collection of Penalties: Fines which are not paid when due bear interest at the rate from time to time determined by the Board of Directors, but not

less than twelve percent (12%), from the due date until paid. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of the aggregate amount of the fine, whichever is greater. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent fine. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

(6) Application of Penalties: All monies received from penalties shall be allocated as directed by the Board of Directors.

(d) In any proceeding arising because of an alleged violation or by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and reasonable attorneys' fees.

(e) The failure of the Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents or amendments thereto shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

(f) All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents, or at law, or in equity. However, any fine paid by the offending Unit Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law.

(g) Disputes arising from the operation of the Condominium among Unit Owners, the Association, or their agents and assigns may be settled by voluntary binding arbitration.

5.12 Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed directly to owners of individual Units.

5.13 Employment. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5.14 Record of Mortgagees of Units. To maintain a book or other written record of all holders of mortgages upon each Unit. The holder of each mortgage shall be designated as either the "Institutional First Mortgagee" or not, as the case may be. Each Unit Owner must notify the Association of any mortgage on his Unit, and the name and address of the mortgagee, within five (5) days after entering into a mortgage on his Unit. This record shall be open to inspection or for copying by all Institutional First Mortgagees during normal business hours.

5.15 Limited Power to Convey Common Elements. The limited power to convey a portion of the Common Elements of the Condominium 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, without the joinder or consent of Unit Owners or their mortgagees.

5.16 Certificate of Compliance. The Board shall have the authority to accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with applicable fire and life safety codes.

6. Officers.

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

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint 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. He shall serve as chairman of all Board and members' meetings.

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

6.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform duties of the Secretary when the Secretary is absent. The duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

6.6 Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel 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 of the Association, whether or not he is 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 these duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions.

7.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall, to the extent not otherwise required, be applied to reduce the assessments for current expense for the succeeding year or to fund reserves.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for the Association's maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Capital Improvements. Reserve to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expenses and provide funds for reserves.

(a) The proposed annual budget of Common Expenses shall show the amount to be budgeted for each account or expense classification as may be required, including if applicable, administration of the Association, management fees, maintenance, rent for commonly used facilities, taxes, insurance, security other expenses, operating capital, reserves and fees payment to the Division of Condominiums.

(b) The budget shall include reserve accounts for roof replacement, building painting, pavement resurfacing, and any other item for which the deferred maintenance

expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00), and such other accounts as may be established by the Board of Directors. The amounts to be reserved for each fiscal year shall be computed by dividing the estimated replacement cost of each item by the estimated remaining useful life of the item. Replacement reserves may be adjusted to take into account any extension of the useful life of a reserve item caused by deferred maintenance. The Association may elect for each fiscal year to provide no reserves or reserves less adequate than required by this subsection by a majority vote at a duly called meeting of the Association. However, prior to turnover of control of the Association by the Declarant to Unit Owners, the Declarant may vote to waive the reserves for the first two (2) fiscal years of the operation of the Association (beginning with the fiscal year in which this Declaration is recorded), after which time reserves may only be waived or reduced upon the vote of a majority of all non-Declarant voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect. Reserve funds and any interest accruing thereof shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a majority of the voting interests voting in person or by limited proxy at a duly called meeting of the Association. Prior to turnover of control of the Association by Declarant to Unit Owners other than Declarant, the Declarant-controlled Association shall not vote to use reserves for purposes other than as intended, without the approval of a majority of all non-Declarant voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

(c) A copy of a proposed annual budget of common expenses shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Association not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, then upon written application of ten percent (10%) of the Unit Owners within twenty-one (21) days of adoption of the annual budget, a special meeting shall be held upon not less than fourteen (14) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revisions of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as

scheduled. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of betterments, repair or replacement of the Condominium Property or in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis. Provided, however, that so long as the Declarant is in control of the Board of Directors the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the Unit Owners. Evidence of compliance with this fourteen (14) day notice must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting and filed among the official records of the Association.

7.3 Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made in advance on or before fifteen (15) days preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly payments, one of which shall come due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors.

7.4 Delinquent Assessments: Interest and Late Fees. Assessments and installments on them which are not paid when due bear interest at the rate from time to time determined by the Board of Directors, but not less than twelve percent (12%), from the due date until paid. Also, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

7.5 Acceleration of Assessment Installments. If a Unit Owner shall be delinquent in the payment of an assessment, the Board of Directors may accelerate the assessments payable during the remainder of the budget year in which a claim of lien is filed, upon filing a claim of lien for the unpaid balance of such assessments. A notice of the accelerated assessments and a copy of the claim of lien shall be provided to the Unit Owner.

7.6 Depository. The depository of the Association will be such bank or banks in the County, as shall be designated from time to time by the Directors and in which the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the Directors. Provided, however, that the provisions of a management agreement between the

Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

7.7 Audit. An audit of the accounts of the Association, if required by proper action of either a majority of all members or of the Board of Directors, or as required by law, shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

7.8 Annual Report. Within ninety (90) days following the end of the fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications. The amounts of expenditures shall be shown by expense classifications including, if applicable, costs for security, professional and management fees, taxes, cost of recreational facilities, utilities and refuse collection, lawn care and landscaping, building maintenance and repair, insurance, administrative and salary expenses and reserves for capital expenditures, deferred maintenance, and any other category of reserves maintained by the Association.

7.9 Fidelity Bonds. The Association shall obtain and maintain adequate 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 and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

8. Miscellaneous.

8.1 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By Laws, or the Condominium Act.

8.2 Amendment. The By Laws may be amended by the approval of Unit Owners holding not less than two-thirds (2/3) of the total voting interests in the Association in the manner required by the Condominium Act. No amendment of these By Laws shall be valid until set forth in or annexed to an amendment of the Declaration of Condominium that has been executed on behalf of the Association by its President and Secretary and recorded in the Public Records of the County.

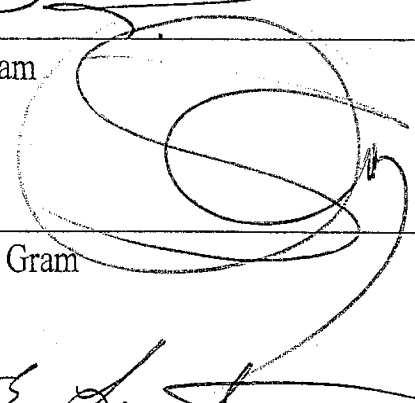
8.3 Association Fees. The Association may charge a reasonable uniform fee in connection with the changing of its records to reflect the transfer or lease of a Unit and when certifying the status of assessments, not to exceed One Hundred Dollars (\$100.00) per transfer or certification. The Association may also require a prospective tenant to place a security deposit in an amount not to exceed the amount of one month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit.

8.4 Arbitration. Prior to the institution of court litigation, the Association and any Unit Owners who are parties to a "dispute" as defined in Florida Statutes §718.1255, shall petition for non-binding arbitration as set forth in said statute.

The foregoing were adopted as the By Laws of The Greens II of St. Augustine Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on January 29, 2004.



Rudy Gram



Anthony Gram



Arthur E. Lancaster

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