

BY-LAWS OF
THE GREENS OF ST. AUGUSTINE
CONDOMINIUM ASSOCIATION, INC.

ARTICLE ONE
PLAN OF CONDOMINIUM OWNERSHIP

Section One. Unit Ownership. The
condominium located at 603 Domenico Circle, St. Augustine,
Florida, known as THE GREENS OF ST. AUGUSTINE CONDOMINIUM, A
CONDOMINIUM, is submitted to the provisions of Chapter 718 of
the Florida Statutes, known as the Condominium Act, by
Declaration recorded simultaneously herewith in the St. Johns
County, Public Records.

Section Two. Applicability to Property. The
provisions of the By-Laws are applicable to the Condominium,
which term includes the land, the buildings, and all other
improvements thereon, all easements, rights and appurtenances
belonging thereto, and all other property, personal or mixed,
intended for use in connection therewith.

Section Three. Applicability to Persons. All
present and future owners, lessees, and mortgagees, their
employees, and any other person who may use the facilities of
the Condominium in any manner, shall be subject to these By-
Laws, the Declaration, relevant unit deeds, and rules and
regulations pertaining to the use and operation of the
condominium property.

Section Four. Office. The office of the
Condominium shall be located at 603 Domenico Circle, St.
Augustine, Florida.

ARTICLE TWO

FORM OF ADMINISTRATION

Section One. The Association and Board of Administration. The affairs of the Condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not-for-profit, having the name THE GREENS OF ST. AUGUSTINE CONDOMINIUM ASSOCIATION, INC., and hereinafter call the "Association". All power and authority of the Association shall be exercised through its Board of Administration ("the Board"), consisting of not less than three (3) members nor more than five (5) members. The initial Board of Administration shall consist of three (3) members.

Section Two. Composition of Board of Administration. Members of the Board shall be designated by SWAN DEVELOPMENT CORPORATION a Florida corporation, hereinafter called "Developer", or elected by the unit owners as follows:

a. Until fifteen percent (15%) of the units that will eventually be operated by the Association are owned by unit owners other than Developer, and thereafter until successors shall have been elected by unit owners, the Board shall consist of such officers and directors of Developer as Developer shall from time to time designate.

b. Then, in an election by unit owners as provided by law and in these By-Laws, unit owners other than Developer shall elect one (1) member of the Board, and one member designated by Developer shall resign.

c. The Unit Owners' representation on the

Board specified above shall continue until an election, as provided by laws and in these By-Laws, after the earliest of

1.) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

2.) Three (3) months after ninety percent (90%) of 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;

3.) When all of 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.) Seven years after recordation of the Declaration of Condominium, or

6.) When Developer elects to terminate its control of the Association.

At such election, and in all subsequent elections, the unit owners other than Developer shall elect the greater

of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of unit owners other than Developer.

d. Developer shall be entitled to elect at least one (1) member of the Board for so long as Developer holds five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

Persons elected to the Board by Unit Owners other than Developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

Section Three. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law, by the Declaration, or by these By-Laws directed to be exercised and done by the unit owners. The powers and duties to be exercised by the Board of Administration shall include, but shall not be limited to the following:

a. Maintenance, repair, replacement, cleaning, and sanitation of the common elements;

b. Determination, assessment, and collection of funds for common expenses, and payment of such expenses;

c. Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the common elements, subject to the right of a majority of unit owners to

change any such rules;

d. Procurement and maintenance of insurance as hereinafter provided;

e. Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;

f. Authorization and prosecution, in the name of the Association of any and all actions and proceeding deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;

g. Entry into any and all contracts deemed necessary or appropriate in furtherance of the interest of unit owners generally;

h. Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;

i. Establishment of bank accounts in the name of the Condominium, and authorization of signatories therefor;

j. Purchasing, leasing or otherwise acquiring in the name of the Board of Administration, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease, or surrender

by their owners to the Board;

k. Purchasing units at foreclosure or other judicial sale in the name of the Board of Administration or its designee, corporate or otherwise, on behalf of all unit owners;

l. Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and sub-leasing units leased by, the Board of Administration or its designee, corporate or otherwise, on behalf of all unit owners;

m. Organizing corporations to act as designees of the Board of Administration in acquiring title to or leasing units on behalf of all unit owners;

n. Contracting for repairs of, and additions and improvement to, the property, and for repairs to, and restoration of, the property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and

o. Acquiring title to property or otherwise holding, leasing, mortgaging, or disposing of property in the Association's name for the use and benefit of its members.

Section Four. Election and Terms of Office.

At the first meeting of Unit Owners after the date on which unit owners other than Developer become entitled to elect at least a majority of the members of the Board of Administration, the terms of office of Board members shall be one (1) year. Board members shall hold office until their

successors have been elected and hold their first meeting.

Section Five. Recall of Board Members. Any member of the Board of Administration may be removed from office with or without cause by vote or agreement in writing of a majority of all voting interests, and a successor may then and there be elected to fill the vacancy so created.

a. Recall by Vote. A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten (10) percent of the voting interests by giving notice of the meeting as required for a meeting of unit owners. Such notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately and the recalled member shall turn over to the Board within five (5) full business days any and all records and property of the Association.

b. Recall by Written Agreement. If the proposed recall is by a written agreement of a majority of all voting interests, the agreement shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes (1995) and the Florida Rules of Civil Procedure. The Board of Administration shall call a meeting of the Board within five (5) full business days after receipt of the agreement and shall either certify the agreement, 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 of the Association in their possession, or, within five (5) full business days, file

with the Division of Florida Land Sales, Condominiums and Mobile Homes, a petition for nonbinding arbitration pursuant to Section 718.1255, Florida Statutes (1993). If the arbitrator certifies the recall, the recall will be effective upon mailing the final order of arbitration to the Association.

c. Election of Successor. If less than a majority of Board members are removed as a result of such recall, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If a majority or more Directors are removed as a result of such recall, the vacancies shall be filled in accordance with the procedural rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes. Any Board member so elected shall serve for the unexpired term of his predecessor in office.

d. Hearing. Any member whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

Section Six. Organizational Meeting. The first meeting of each Board of Administration, at least a majority of the members of which have been elected by unit owners other than Developer, shall be held within thirty (30) days after the election of such Board, at such place as may be fixed by the Board. No notice shall be necessary to the newly elected Board of Administration to legally constitute such meeting, providing that a majority of the Board shall be present.

Section Seven. Regular Meetings. Regular

meetings of the Board of Administration may be held at such times and places as shall from time to time be determined by the Board; provided, however, at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Administration shall be given to each Board member personally or by mail, telephone, or facsimile at least fourteen (14) days prior to the date set for such meeting.

Section Eight. Special Meetings. Special meetings of the Board of Administration may be called by the President, and shall be called by the President or Secretary on the written request of at least two (2) Board members, on ten (10) days' notice to each Board member, given personally or by mail, telephone or facsimile. Any such notice shall state the time, place and purpose of the meeting.

Section Nine. Budget Meetings.

a. Regular Procedure. The Board shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to unit owners; however, Unit Owners shall not be entitled to vote on the annual budget except as provided in Subsection b.

b. Substitute Budget. If an adopted budget requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the Board, upon written application of ten percent of the members of the Association, shall call a special meeting of the unit

owners within thirty (30) days upon not less than ten (10) days' written notice to each unit owner. At the special meeting, the Unit Owners shall consider and enact a substitute budget. The adoption of the substitute budget shall require a vote of not less than a majority vote of all members. The Board may propose a budget to the Unit Owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. 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 shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessments without approval of a majority of all the voting interests.

Section Ten. Waiver of Notice. Any Board member may at any time waive notice of any meeting of the Board, in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a member shall constitute

a waiver by him or her of notice of the time and place thereof.

Section Eleven. Notice of Board Meetings.

Notice of all meetings of the Board of Administration, which 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. Written notice of any meeting at which nonemergency special assessments or 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 continuous days prior to the meeting. Notice of any meeting at 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.

Section Twelve. Quorum. At all meetings of the Board of Administration, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meetings of the Board of Administration there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as

originally called may be transacted without further notice.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the Board of Administration. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and Board members at all reasonable times.

Section Fourteen. Attendance by Unit Owners. Meetings of the Board of Administration and any committee thereof 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 and may speak at such meetings with reference to all designated agenda items. The Board may adopt reasonable rules and regulations governing the frequency, duration, and manner of unit owner statements and governing the tape recording and videotaping of the meeting.

Section Fifteen. Written Complaints. When a unit owner files a written complaint by certified mail with the Board of Administration, the Board shall respond to the unit owner within thirty (30) days of receipt of the complaint. The Board shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the complainant. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the complaint, provide in writing a substantive response to the complainant. The failure to provide a substantive response to the complainant as provided herein

precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

Section Sixteen. Compensation. The members of the Board of Administration shall serve without compensation.

ARTICLE THREE

OFFICERS

Section One. Designation. The principal officers of the Association shall be a President, Vice President and Secretary/ Treasurer, all of whom shall be elected by and from the Board of Administration.

Section Two. Election of Officers. The Officers of the Association shall be elected annually by the Board of Administration at its organizational meeting, and shall hold office at the pleasure of the Board.

Section Three. Removal of Officers. On the affirmative vote of a majority of the members of the Board of Administration, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

Section Four. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Administration and of unit owners. He shall have all general powers and duties that are incident to the office of president of a Florida corporation not for profit, including, without limitation, the power to appoint committees from among the owners from time to time as he may deem appropriate to assist

in the conduct of the affairs of the Association.

Section Five. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Administration shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as may from time to time be imposed upon him by the Board of Administration.

Section Six. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Administration and of unit owners; shall have charge of such books and papers as the Board of Administration may determine; and shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Administration or managing agent in such depositories as may from time to time be designated by the Board of Administration, and shall, in general, perform all duties incident of the office of Secretary/Treasurer of a Florida corporation not for profit.

Section 7. Compensation. The officers shall serve without compensation.

ARTICLE FOUR

UNIT OWNERS

Section One. Annual meetings. Within

seventy-five (75) days after the date on which unit owners other than Developer are entitled to elect a member or members of the Board of Administration, the Board of Administration shall call and give notice of the first annual meeting of unit owners, which meeting shall be held not less than sixty (60) days after the date of the notice. At such meeting the election described in Article Two, Section 26 shall occur. Thereafter annual meetings of the unit owners shall be held on the first Monday of October of each succeeding year. At each such subsequent meeting the unit owners shall elect a number of members to the Board of Administration sufficient to fill all vacancies and to replace or re-elect members whose terms have expires; however, if there is only one candidate for any election, no election is required.

Section Two. Election Procedure. The regular election shall occur on the date of the annual meeting. Members of the Board shall be elected by written ballot or voting machine. In no event shall proxies be used.

a. First Notice. A first notice of an election meeting shall be mailed or delivered to each unit owner entitled to vote no less than sixty (60) days prior to the meeting.

b. Nominations. Any unit owner or other eligible person may nominate himself or another unit owner or eligible person provided he has written permission to nominate the other person. Any person desiring to be a candidate must give written notice to the Association at least 40 days before the scheduled election.

c. Second Notice. The Association shall mail or

deliver a second notice of the election to all unit owners, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot. The costs of mailing and copying shall be borne by the Association; however, the Association shall have no liability for the contents of the information sheet.

d. Ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of the members of the Board of Administration. No unit owner shall permit another to cast his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who requires assistance in casting his ballot for the reasons stated in Section 101.051, Florida Statutes (1995), may obtain assistance in casting the ballot. A unit owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes (1995).

Notwithstanding the provisions of this section, 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.

Section Three. Special Meetings. The President may, and, if directed by resolution of the Board of Administration or by petition signed and presented to the

Secretary/Treasurer by unit owners owning a total of a least two-thirds (2/3) of the common interest, shall call a special meeting of unit owners. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent, either in person or by proxy, of unit owners owning at least two-thirds (2/3) of the common interest.

Section Four. Place of Meetings. Meetings of unit owners shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the Board of Administration.

Section Five. Notice of meetings. The Secretary/Treasurer shall mail written notice of each annual or special meeting. Such written notice, which includes an agenda, shall be mailed or 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 continuous days preceding the annual meeting. Unit owners may waive notice of specific meetings.

Section Six. Quorum. At all meetings of unit owners at which a quorum is required, a majority of unit owners shall constitute a quorum for transaction of business. If a quorum is present at a meeting, the acts of a majority, in both common interest and in number of units held of those unit owners present, shall bind all unit owners for all purposes other than those for which a higher percentage is required by law, by the Declaration, or by these By-Laws. If, at any meeting of unit owners at which a quorum is required, less than a quorum is present, a majority of those

present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice. As used in these By-Laws, the term "majority" of unit owners" means those owners holding fifty-one percent (51%) in the aggregate in both common interest and number of units.

Section Seven. Order of Business. The order of business at all meetings of unit owners shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of Board of Administration.
- f. Reports of committees.
- g. Election of inspectors of election (when appropriate).
- h. Election of members of Board of Administration (when required)
- i. Unfinished business.
- j. New business.

Section Eight. Voting. The owner or owners of

each unit, or some person appointed by such owner or owners to act a proxy on his or their behalf on such matters at which voting by proxy is permitted, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners.

Section Nine. Proxies. Except as otherwise specifically provided in the Condominium Act, 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 of Florida Land Sales, Condominiums, and Mobile Homes. Limited and general proxies may be used to establish a quorum. Limited proxies shall be used for the following:

a. For votes taken to waive or reduce reserves in accordance with Section 718.112(f)(2), Florida Statutes (1995);

b. For votes taken to waive financial statement requirements as provided by Section 718.111(14), Florida Statutes (1995);

c. For votes taken to amend the Declaration pursuant to Section 718.110, Florida Statutes (1995);

d. For votes taken to amend the articles of incorporation or bylaws; or

e. For any matter for which the Condominium Act requires or permits a vote of the unit owners unless the use of a proxy is specifically prohibited by the Condominium Act or by the bylaws.

General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a

limited proxy is required and given. No proxy, limited or general, may be used in the election of board members or to fill vacancies on the Board. Notwithstanding the provisions of this section, unit owners may vote in person at unit owner meetings.

The appointment of any proxy shall be made in writing filed with the Secretary/Treasurer, and shall be revocable at any time by notice in writing to the Secretary/Treasurer. No one person may hold more than two (2) proxies. A proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at the pleasure of the unit owner executing it.

Section Ten. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and members of the Board of Administration at all reasonable times.

Section Eleven. Unit owner participation. Unit owners shall have the right to participate in meetings of unit owners with reference to all designated agenda items and may tape record or videotape any meeting of the unit owners. The Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner participation in unit owner meetings and governing tape recording or videotaping of unit owner meetings.

Section Twelve. Approval by Unit Owners. Any approval by unit owners required by the Condominium Act, the

Declaration of Condominium, or these Bylaws shall be made at a duly noticed meeting of unit owners and shall be subject to all requirements of the Condominium Act, the Declaration, and these Bylaws, provided that unit owners may take action by written agreement without a meeting on matters for which action by written agreement is expressly allowed by statute, the Declaration, or these Bylaws.

ARTICLE FIVE

OPERATION OF PROPERTY

Section One. Determination of the Common Expenses. Each year the Board of Administration shall prepare a detailed proposed budget of Common Expenses for the Association. This budget shall show the amounts budgeted by accounts and expense classifications and shall include projections of Common Expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against Unit Owners proportionate to each Unit Owner's interest in the common elements as provided in the Declaration. The final annual budget of Common Expenses shall be adopted by the Board after consideration at a meeting held pursuant to Article Two, Section Nine.

As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

a. All expenses of administration, maintenance, repair and replacement of the common elements.

b. Insurance premiums on all policies of

insurance obtained by the Board of Administration, managing agent or manager, as the case may be, pursuant to Section Eleven of this Article.

- c. Working capital reserve.
- d. General operating reserve.
- e. Repair and replacement reserve.
- f. Reserve for deficits accrued in prior years.
- g. Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.
- h. Utility rates for water and gas, and related sewer rents.
- i. Utility rates for electricity serving the common elements, other than leased portions thereof, which shall be separately metered.
- j. All other amounts that the owners may agree upon or that the Board of Administration may deem necessary or appropriate for the operation, administration, and maintenance of the Condominium.
- k. All other amounts designated common expenses by the Declaration, by these By-Laws, or by law.

The budget shall also include reserve accounts for capital expenditures and deferred maintenance. These reserve accounts shall include but are not limited to, roof replacement, building painting, and pavement resurfacing and any other item for which the deferred maintenance expense a

replacement cost exceeds \$10,000. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance.

Notwithstanding the foregoing, prior to turnover of control of the Association by the Developer, pursuant to section 718.301, the Developer may vote to waive the reserves for the first two years of the operation of the Association, after which time reserves may only be waived or reduced upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association.

Reserve funds and the interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the 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 the Developer to Unit owners other than Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all nondeveloper voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

Section Two. Collection of Assessments. The Board of Administration shall, by suitable written notice, assess common expenses against unit owners monthly, on the first day of each month, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than then (10) days for the date due, the

Board of Administration will take prompt action to collect it.

Section Three. Common Surplus. If in any taxable year the net receipts of the Association from assessments and all other sources except casualty insurance proceeds and other non-recurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Administration, such excess shall be retained and applied to lessen the assessments for the next year, the amount of such reduction for each unit owner being in proportion to his undivided interest in the common elements.

Section Four. Liability for Assessments. All unit owners are obligated to pay the common expenses assessed by the Board of Administration at the times set forth in these By-Laws. No unit owner may exempt himself from liability for any assessment for common expenses by waiver of use or enjoyment of any of the common elements or by abandonment of his unit.

Section Five. Default in Payment of Common Expenses. In the event a unit owner shall fail, for thirty (30) days following the due date thereof, to pay to the Board of Administration the common expenses assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the highest rate allowed by law on such common expenses from the due date thereof, together with all administrative late fees and expenses, including reasonable attorneys' fees, incurred by the Board of Administration in any proceeding brought to collect the

same, or to foreclose a lien for nonpayment thereof.

Section Six. Foreclosure of Liens for Unpaid Common Expenses. The Board of Administration may bring an action to foreclose any lien for unpaid common charges in the manner that a mortgage of real property is foreclosed or it may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Board shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by personal delivery or by certified mail, return receipt requested, addressed to the unit owner.

Section Seven. Use of Units; Rules and Regulations. The use of units and the common elements shall be subject to reasonable restrictions set forth in the Declaration and the Rules and Regulations promulgated and amended from time to time by the Board if Directors with the approval of a majority of unit owners. Copies of all such rules and regulations shall be furnished to each unit owner prior to their effective date.

ARTICLE SIX

RECORDS

Section One. Records; certification. The Board of Administration shall keep detailed records of all actions of such Board, including financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each

assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Administration shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners.

Additionally, an annual report of receipts and disbursements of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Administration to all unit owners and mortgagees requesting the same promptly after the end of each fiscal year.

Section Two. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor may be accepted by the Board as evidence of compliance by the condominium units to the applicable fire and life safety codes.

ARTICLE SEVEN

ARBITRATION

Section One. Disputes Between Unit Owners and Association. Prior to the institution of any litigation between a unit owner and the Association, the parties shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration. Arbitration shall be conducted according to the rules promulgated by the Division and in accordance with the procedure set forth in Chapter 718.1255, Florida Statutes (1995).

Section Two. Other Disputes. Internal disputes arising from the operation of the Condominium among Unit Owners or the Association may be resolved by mandatory non-binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales, Condominiums, and Mobile

Homes pursuant to Florida Statute 718.1255. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding in any other manner provided for in these by-laws or the Condominium Act.

ARTICLE EIGHT

MISCELLANEOUS

Section One. Notices. All notices required or permitted to be sent to the Board of Administration shall be sent by registered or certified mail to the office of the Board, or to such other address as such owner may have designated, in writing, to the Board of Directors. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses as maintained by the Secretary in the book entitled "Mortgagees of Units". All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions or these By-Laws is, or are, declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these By-Laws.

Section Four. Captions. Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision hereof.

Section Five. Conduct of Meetings. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, Articles of Incorporation, or these By-Laws.

Section Six. Priorities in Case of Conflict.
In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- a. The Declaration of Condominium
- b. The Articles of Incorporation
- c. The By-Laws
- d. The Rules and Regulations

ARTICLE NINE

AMENDMENT

Section One. Amendments. These By-Laws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-six and two-thirds percent (66 2/3%) or more of the total voting power of the Association at a meeting of unit owners duly called and held for such purpose. No amendment shall be made that is in conflict with the Declaration, nor shall any amendment alter, abridge or amend the rights of the Developer or mortgagees of units without their consent. Any such amendment or supplement

shall be filed or recorded in the office in which the Declaration and a copy of these By-Laws are recorded.

IN WITNESS WHEREOF, We, being all of the Directors of The Greens of St. Augustine Condominium Association, Inc., have hereunto set our hands this _____ day of _____, 1996.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, who is personally known to me or who produced _____ as identification.

Signature of Notary

Name of Notary Typed, Printed or Stamped

Commission Number

My Commission Expires:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1996, by _____, who is personally known to me or who produced _____ as identification.

Signature of Notary

Name of Notary Typed, Printed or Stamped

Commission Number

My Commission Expires:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this
____ day of _____, 1996, by _____,
who is personally known to me or who produced _____
_____ as identification.

Signature of Notary

Name of Notary Typed, Printed or
Stamped

Commission Number

My Commission Expires:

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary/Treasurer of The Greens of St. Augustine Condominium Association, Inc., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the _____ day of _____, 1995.

IN WITNESS WHEREOF, I have herunto subscribed my name and affixed the seal of said Association this _____ day of _____, 1996.

Secretary/Treasurer

(Corporate Seal)