

BYLAWS  
OF  
OX BOTTOM MANOR COMMUNITY ASSOCIATION, INC.

Prepared by:

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BYLAWS  
OF  
OX BOTTOM MANOR COMMUNITY ASSOCIATION, INC.

ARTICLE I  
IDENTITY

1. The name of this corporation is Ox Bottom Manor Community Association, Inc. ("Community" or "Corporation").

2. The initial principal office of the 225 South Adams Street, Suite 200, Tallahassee, Florida 32301.

ARTICLE II  
DEFINITIONS

Unless redefined herein, all terms used herein which are defined in that certain Declaration of General Protective Covenants and Restrictions for Ox Bottom Manor, and Declaration of Use Restrictions for Ox Bottom Manor, (hereinafter collectively "COMMUNITY Declaration"), as they may be amended from time to time, shall have the same meaning herein as therein.

ARTICLE III  
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Ox Bottom Manor Community Association, Inc., shall be managed by a Board of Directors which shall consist of not less than three (3) individuals. Directors

NEED NOT BE Members. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Corporation, who shall serve until the election of Directors at the first annual meeting of the Corporation.

B. The Board shall meet at such times and places as may be called by a majority of the Board. Notice of meetings shall be given in writing or orally at least twenty-four (24) hours prior to the date of the meeting unless waived by all the Directors in writing.

C. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized in a writing signed by all of the Directors who would be entitled to vote upon said action at a meeting and filed with the Secretary/Treasurer of the Corporation.

D. A majority of the Directors shall constitute a quorum to transact business of the Board, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

E. No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all expenses incurred by him as such, if incurred upon the authorization of the Board.

## 2. Election of Directors.

A. Prior to each annual meeting of the Members, the Board shall appoint a Nominating Committee consisting of three (3) individuals, using such procedures as the Board may establish. The Nominating Committee shall nominate one person for each

vacancy to be filled at that annual meeting. Other nominations may be made from the floor.

B. All elections to the Board shall be by written ballot (unless dispensed with by unanimous consent). The ballots shall contain the name of the nominees named by the Nominating Committee and blanks for write-in candidates and nominations from the floor. The Secretary/Treasurer shall mail ballots to each Neighborhood Association according to the number of Property Units in the Neighborhood. The Secretary/Treasurer shall mail ballots to all other Members who own property for which there is no Neighborhood Association, if any, according to the number of Property Units owned by the Member. So long as there is a Class B Member, the Class B Member may cast all of its votes on one ballot.

C. Each Class A Member shall be entitled to cast one (1) vote per Property Unit for each vacancy to be filled. The Class B Member shall be entitled to cast four (4) votes per Property Unit for each vacancy to be filled. No cumulative voting shall be allowed.

D. All mail-in ballots must be received by the Corporation before the beginning of the annual meeting in order to be counted.

E. After the DECLARANT relinquishes control of the Corporation, as described in the COMMUNITY Declaration, and so long as the DECLARANT owns land in Ox Bottom Manor for development or for sale in the ordinary course of business, the DECLARANT shall be entitled to appoint a number of Directors equal to the

percentage of votes held by the DECLARANT times the number of Directors to be elected, rounded to the nearest whole number greater than zero.

F. The organizational meeting of the newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Board at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

3. Officers. The executive officers of the COMMUNITY shall be a President, Vice President and Secretary/Treasurer and such other officers as the Board may appoint. Officers need not be Members or Directors of the COMMUNITY. The officers named in the Articles of Incorporation shall serve until replaced by the DECLARANT or until the first regular meeting of the Board, whichever shall occur first. Officers appointed at the first meeting of the Board shall hold office until their successors shall have been appointed and shall qualify. So long as DECLARANT retains control of the COMMUNITY, as defined in the COMMUNITY Declaration, no officer appointed by the Board shall serve the COMMUNITY until such time as DECLARANT approves the appointment. Upon the appointment of an officer by the Board, whether the appointment occurs at the annual meeting or otherwise, the Board shall forthwith submit the name of such newly appointed officer or officers, as the case may be, in writing to DECLARANT. DECLARANT shall approve or disapprove said officer, or officers, within twenty (20) days after receipt of said name or names. In the

event DECLARANT fails to act within such time period, such failure shall be deemed approval by DECLARANT.

4. Resignation, Vacancy, Removal.

A. Resignation: Any director or officer of the COMMUNITY may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, resignations shall take effect at the time of receipt of such resignation by the President or Secretary/Treasurer of the COMMUNITY. The acceptance of a resignation shall not be necessary to make it effective.

B. Director Vacancy: When a vacancy occurs on the Board, vacancy shall be filled by the Board until a successor is elected at the next annual meeting.

C. Officer Vacancy: When a vacancy occurs in an office for any reason, the office shall be filled by the Board at its next meeting by appointing a person to serve until a successor has been appointed by the Board and qualifies. So long as DECLARANT retains control of the COMMUNITY, as defined in the Declaration, no officer appointed hereunder shall serve the COMMUNITY until such time as DECLARANT has approved the appointment, in accordance with the procedure set forth hereinabove.

D. Removal: Except as otherwise provided herein, any Director may be removed with or without cause by a majority of the total number of votes cast by the COMMUNITY Members voting on the question of removal, and any officer of the COMMUNITY may be removed by the Board at any time, with or without cause.

ARTICLE IV

COMMUNITY MEMBERSHIP

1. Classes of Members. There shall be two (2) classes of Members which shall be known as Class A and Class B Members. Class A Members shall be all OWNERS of Residential, Commercial or Institutional Plots in OX BOTTOM MANOR, as defined in the COMMUNITY Declaration. The Class B Member shall be OX BOTTOM MANOR, INC., its successors or assigns.

2. Privileges of Members. Members and their immediate family who reside with the Member in Ox Bottom Manor, a Member's tenant who resides or works on a Member's Plot, and a Member's guest who is an invited visitor at a Member's Plot shall have a license to use the COMMUNITY Common Areas subject to such rules and conditions as as may be established by the Board. Common Areas may be limited to use by those Members who are OWNERS of specified Plots, in accordance with the instrument creating the rights to or conveying the Common Area.

3. Voting Rights. Only Members in good standing shall have the privilege to vote at meetings of the COMMUNITY or for Directors in accordance with the procedures herein. Except as provided in Article III.2.C., in deciding on matters or questions at the meetings of the Members, each Class A Member shall be entitled to one (1) vote per Property Unit and each Class B Member shall be entitled to four (4) votes per Property Unit.

4. Suspension of Privileges of Membership. The Board may suspend the privileges of Members during any period during which any Assessment remains delinquent, the period of any continuing violation by a Member of the provisions of the COMMUNITY Declaration after the existence thereof shall have been by the Board, or a period to be determined by the Board, for repeated violations of the Bylaws or the rules and regulations of the COMMUNITY. For purposes of this paragraph, a violation by a tenant or guest of a Member shall be considered a violation by such Member.

5. Evidence of Membership. Certificates of membership in the COMMUNITY may be issued to Members in such form as the Board shall from time to time designate.

6. Cessation of Membership. When a Member ceases to be an OWNER, such Person's Membership shall cease.

#### ARTICLE V

#### MEMBER MEETINGS

1. Annual Meeting. The annual meeting of the Members for the election of Directors and the transaction of whatever other business may properly come before the Members shall be held during the month of February each year beginning in 1989. Notice of such meeting shall be mailed, postage prepaid, not less than ten (10) days and not more than sixty (60) days prior to the date of the annual meeting and shall state the purpose, time and location of the meeting. Such notice shall be addressed to each Neighbor



hood Association, if any, which shall be responsible for forwarding such notice to its Members, and to each Member who owns a Plot located in a Neighborhood for which there is no Neighborhood Association.

2. Special Meetings. Special meetings of the Members may be called for any purpose at any time by the Class B Member, the Board, or by the written petition, setting forth the purpose of the special meeting, of those Class A Members in good standing holding thirty (30%) percent of the votes. Notice of such special meeting shall be mailed in the same manner as for the annual meeting.

3. Place. Meetings of Members may be held within or without the State of Florida. If no designation is made, the place of the meeting shall be at the registered office of the COMMUNITY.

4. Proxies.

A. Neighborhood Associations: Each Neighborhood Association, if any, created by DECLARANT or any OWNER with respect to any property now or hereafter subjected to the COMMUNITY Declaration and for which membership is mandatory for OWNERS within the Neighborhood shall, in its Bylaws, establish a procedure by which such OWNERS shall cast their votes on COMMUNITY matters. All OWNERS within such Neighborhoods shall cast their votes on COMMUNITY matters directly with the Neighborhood Association. Each Neighborhood Association shall have the duty to collect and tabulate its Members' votes. Each Neighborhood Association shall be responsible for casting at COMMUNITY meetings all of the votes

to which its Members would be entitled to cast as Members of the COMMUNITY. Such procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, shall provide for votes to be cast in a block, or in the same manner as originally cast by its Members, or in any other manner provided that is fair, equitable, uniformly applied within the Neighborhood Association, and that does not result in the casting of fractional votes. Each Neighborhood Association shall file with the Secretary/Treasurer of the COMMUNITY a notice designating the name of the individual who shall represent the Neighborhood Association during the COMMUNITY's meetings of the Members, and who shall be authorized to cast the votes of such Neighborhood Association. In the absence of such designation, the Neighborhood Association shall not be entitled to vote on any matters coming before the Board. Each Neighborhood Association shall keep the COMMUNITY informed of changes in the ownership of Plots as they occur.

B. Individual Proxies: Members who own property in a Neighborhood for which there is no mandatory membership Neighborhood Association may vote at any meeting of the Members by a proxy appointed by a written and dated instrument. Proxies shall be appointed only for one meeting designated in the instrument of appointment and any adjournments of such meeting but shall be revocable at will. The written instrument appointing the proxy shall be filed with the records of the meeting.

5. Quorum. Twenty (20%) percent of the total vote which could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. After a quorum has been established at a meeting of the Members, the subsequent withdrawal of Members, which reduces the number of votes at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. A majority of the votes cast shall decide each matter submitted to the Members at a meeting, except in cases where a larger vote is required. Any official action taken at a meeting may be declared null and void by the Class B member if the Class B Member was not represented at such meeting and did not waive its presence.

6. Record Date. Prior to any meeting of the Members, the Board shall establish a date not more than sixty (60) days prior to the date set for such meeting as the record date as of which the Members of record who have a right to vote at such meeting, or adjournment thereof, either directly or indirectly through a Neighborhood Association, shall be determined.

## ARTICLE VI

### COMMUNITY POWERS

The COMMUNITY shall have all powers granted to it by common law, Florida Statutes, the COMMUNITY Declaration, the Articles of Incorporation of the COMMUNITY and these Bylaws, all of which shall be exercised by its Board unless the exercise thereof is

otherwise restricted in the Declaration, these Bylaws or by law. The powers of the COMMUNITY shall include but not be limited to the following:

1. All of the powers specifically provided for in the COMMUNITY Declaration and in the Articles of Incorporation.

2. The power to adopt a corporate seal for the COMMUNITY.

3. The power to levy and collect Assessments against OWNERS, as provided for in the COMMUNITY Declaration and these Bylaws.

4. The power to expend monies collected for the purpose of paying the Common Expenses of the COMMUNITY.

5. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the COMMUNITY Property and Common Areas.

6. The power to employ the personnel required for the maintenance and operation of the COMMUNITY, the COMMUNITY Property and the Common Areas.

7. The power to pay utility bills for utilities serving the COMMUNITY Property and Common Areas.

8. The power to contract for the management of the COMMUNITY and to delegate to its contractor as manager, such of its powers and duties as the Board may determine, except those matters which must be approved by Members.

9. The power to make reasonable rules and regulations and to amend them from time to time.

10. The power to enforce by any legal means the provisions of the Articles of Incorporation, the Bylaws, the COMMUNITY Declara-

tion and the rules and regulations and the Traffic Regulations promulgated by the COMMUNITY.

11. The power to enforce by any legal means the provisions of the Neighborhood Declarations, including without limitation the architectural and use restrictions contained therein.

12. The power to control and regulate the use of the COMMUNITY Property and Common Areas by the OWNERS.

13. The power to select depositories for the COMMUNITY'S funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of check and the person or persons by whom the same shall be signed.

14. The power to enter into a long term contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the COMMUNITY Property and Common Areas, of any facilities on lease to the COMMUNITY or otherwise provided for the COMMUNITY'S Members' usage, and any property maintained pursuant to Sections 8.04, 8.05 or 8.06 of the COMMUNITY Declaration. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the COMMUNITY as a Common Expense. The contract may further provide that the the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance operation, repair and upkeep or of the total funds of the COMMUNITY handled and managed by the managing agent. Such fee, if any, except those incurred pursuant to Sections 8.04,

8.05 or 8.06 of the COMMUNITY Declaration, shall be another of the management function costs to be borne by the COMMUNITY as a Common Expense, unless the contract provides to the contrary.

15. The power to adopt reasonable rules of order for the conduct of the COMMUNITY meetings.

## ARTICLE VII

### DUTIES OF OFFICERS

1. President. The President shall be chief executive officer of the COMMUNITY and shall perform all acts and duties normally required of the President of a nonprofit corporation. The President shall render an annual report at the Annual Meeting.

2. Vice President. The Vice President shall serve in the absence of the President and shall perform such other duties as the Board shall from time to time determine.

3. Secretary/Treasurer. As Secretary, the Secretary/Treasurer shall attend all meetings of the Board and keep the records and minutes of the proceedings. He shall keep such membership records as required by the COMMUNITY Declaration and these Bylaws, prepare and serve notice of meetings of Members and attend to all correspondence on behalf of the COMMUNITY or cause these things to be done. As Treasurer, the Secretary/Treasurer shall attend all meetings of the Board, have custody of the funds of the COMMUNITY, collect monies due, including Assessments, keep or supervise the keeping of accounts of all financial transactions of the COMMUNITY in books belonging to the COMMUNITY and deliver

such books to his successor. He shall prepare the annual budget for the COMMUNITY and present it to the Board for its consideration. The Secretary/Treasurer shall perform such other duties as the Board may from time to time determine.

## ARTICLE VIII

### FISCAL MANAGEMENT

1. Fiscal Year. The fiscal year of the COMMUNITY shall be the calendar year.

2. Fidelity Bonds. Fidelity bonds may be required at the discretion of the Board from all officers and employees of the COMMUNITY and from any contractor handling or responsible for COMMUNITY funds. The premiums for such bonds shall be paid by the COMMUNITY as a Common Expense.

3. Records. The COMMUNITY shall maintain accounting records according to generally accepted accounting principles which shall be open to inspection by Members at the COMMUNITY'S offices during regular business hours. A register for the names of all Institutional Mortgagees who have notified the COMMUNITY of their liens, and to which lienholders the COMMUNITY will give notice of default in payment of Assessments, if required, shall also be maintained.

4. Budget. At the annual meeting the Board shall adopt a budget for the next fiscal year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the accounts established by the Board of Directors in accordance with generally accepted accounting principles.

5. Expenses. The receipts and disbursements of the COMMUNITY may be credited and charged to accounts as the Board may determine in accordance with generally accepted accounting principles.

6. Audit. The COMMUNITY shall have its financial records audited annually by an independent Certified Public Accountant. The C.P.A. shall prepare and deliver to the Board a written audit in conformity with generally accepted accounting principles, which shall be open to inspection by all Members.

#### ARTICLE IX

#### ASSESSMENTS

1. Initial Reserve Assessment. An Initial Reserve Assessment per Property Unit shall be levied against all nonexempt property in an amount determined by the Board and shall be collected as provided in the COMMUNITY Declaration.

2. Annual Assessments.

A. Purposes: The COMMUNITY shall have the power and authority to levy and collect Annual Assessments for purposes of operating the COMMUNITY, including, but not limited to the following purposes: operation, maintenance and management of the COMMUNITY, the COMMUNITY Property and Common Areas; operation and maintenance of the surface water and stormwater management system; property taxes and assessments against and insurance coverage for the COMMUNITY Property and Common Areas; legal and accounting fees; maintenance of the Streets; security costs; management fees;



normal repairs and replacements; charges for utilities used upon the COMMUNITY Property and Common Areas; cleaning services; expenses and liabilities incurred by the COMMUNITY in the enforcement of its rights and duties against the Members, OWNERS or others; maintenance of vacant property; the creation of reasonable reserves; and all other expenses deemed by the Board to be necessary and proper for management, maintenance, repair, operation and enforcement.

B. Levy and Collection. Prior to the beginning of each fiscal year, the Board shall by Resolution establish the amount of Annual Assessment necessary to fund the budget as approved by the Board. Except as provided in Sections 7.06, 7.07, 8.04, 8.05 and 8.06 of the COMMUNITY Declaration, the Annual Assessment shall be levied at a uniform rate among property uses established for Ox Bottom Manor but may be levied at different rates among different property uses. The Annual Assessments shall be collectible in advance annually and shall be delinquent on January 1 of the assessment year. Each mandatory membership Neighborhood Association, if any, shall be billed based upon the number of Property Units assigned to the Neighborhood which are subject to the Annual Assessment. The Neighborhood Association shall be responsible for billing and collecting the Annual Assessments from its Members and remitting the same to the COMMUNITY prior to the date of delinquency, together with a listing of names and addresses of Members who have not paid. The COMMUNITY shall bill and collect Annual Assessments from those Members who own property for which there is no

mandatory membership Neighborhood Association. All bills shall indicate the amount due and the date of delinquency.

3. Special Assessments.

A. Purposes: The COMMUNITY shall have the power and authority to levy and collect Special Assessments for payment of the following: the acquisition of property by the COMMUNITY; the cost of construction of capital Improvements to the COMMUNITY Property and Common Areas; the cost of construction, reconstruction, unexpected repair or replacement of a capital Improvement, including the necessary fixtures and personal property related thereto; the expense of indemnification of each Director and Officer of the COMMUNITY; and any maintenance charges imposed pursuant to Sections 8.04, 8.05 and 8.06 of the COMMUNITY Declaration.

B. Levy and Collection: Except as provided in Sections 7.06, 7.07, 8.04, 8.05 and 8.06 of the COMMUNITY Declaration, Special Assessments shall be levied at a uniform rate among each zoning classification established in the PUD but may be levied at different rates among different classifications. Special Assessments may be levied against portions of the property in OX BOTTOM MANOR if the purpose of the Special Assessment benefits only portions of the property, as determined solely by the Board. The Special Assessments may be collected as provided herein or by any other method established by Resolution of the Board. Except for Special Assessments imposed pursuant to Sections 8.04, 8.05 or 8.06 of the COMMUNITY Declaration, if a Special Assessment

is to exceed FIVE HUNDRED DOLLARS (\$500.00) per Property Unit, it shall require the approval of the Members of the COMMUNITY, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval. Approval shall be by an affirmative vote of a majority of the votes present in person or by proxy.

4. Emergency Special Assessments. The COMMUNITY may levy an Emergency Special Assessment when, in the sole determination of the Board, there is potential danger of damage to persons or property. Such Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, Improvements, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, and fires. Emergency Special Assessments shall be collectible in such manner as the Board shall determine.

6. Suspension. The COMMUNITY shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any OWNER or to any Persons claiming under them unless or until all Assessments and charges to which they are subject have been paid.

7. Delinquencies. All delinquent Assessments shall bear interest at the maximum rate permitted by Florida law.

ARTICLE X

MISCELLANEOUS

1. Amendments. These Bylaws may be amended, altered or repealed by a majority vote of the Board and consent of the Class B Member.

2. Construction. These Bylaws shall not be construed to conflict with any provision of the Articles of Incorporation or the COMMUNITY Declaration.

DAVID A. THERIAQUE  
ATTORNEY AT LAW

800 EAST PARK AVENUE  
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January 18, 1996

Mark Connor  
Capital First, Inc.  
7118 Beech Ridge Trail  
Tallahassee, Florida 32312

Re: Amendments to ByLaws for Ox Bottom Manor Community Association, Inc.

Dear Mr. Connor:

The Ox Bottom Manor Community Association, Inc., requests your written consent of the following amendments to its ByLaws.

1. Revise Section 3 of Article IV as follows:

3. Voting Rights. Only Members in good standing shall have the privilege to vote at meetings of the COMMUNITY or for Directors in accordance with the procedures herein. A Member is in good standing if that Member is not delinquent in paying any Assessment. Except as provided in Article III.2.C., in deciding on matters or questions at the meetings of the Members, each Class A Member shall be entitled to one (1) vote per Property Unit and each Class B Member shall be entitled to four (4) votes per Property Unit.

2. Revise Section 1A of Article III by deleting the second sentence, after which Section 1A will read as follows:

1. Directors.

A. The affairs of the Ox Bottom Manor Community Association, Inc., shall be managed by a Board of Directors which shall consist of not less than three (3) individuals. The initial Board shall consist of the individuals named in the Articles of Incorporation of the Corporation, who shall serve until the election of Directors at the first annual meeting of the Corporation.

Mark Connor  
Page Two  
January 18, 1996

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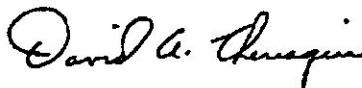
3. Revise Section 2A of Article III as follows:

2. Election of Directors.

A. Prior to each annual meeting of the Members, the Board shall appoint a Nominating Committee consisting of three (3) individuals, using such procedures as the Board may establish. The Nominating Committee shall nominate one person for each vacancy to be filled at that annual meeting. Other nominations may be made from the floor. Only Members in good standing are eligible to be nominated by either the Nominating Committee or from the floor at that annual meeting. A Member is in good standing if that Member is not delinquent in paying any Assessment.

Your prior written consent to these proposed amendments is required pursuant to Article XI of the Articles of Incorporation and Article X of the ByLaws. If you approve of these amendments, please sign and date this letter.

Sincerely,



David A. Theriaque

As the Class B Member, I hereby approve of the aforementioned amendments to the ByLaws for the Ox Bottom Manor Community Association, Inc.

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Mark Connor

1/24/96