

**ATTACHMENT 3**  
**BYLAWS**  
**(EXHIBIT F TO DECLARATION)**

## BYLAWS

### OF

#### MARINA SAN PABLO CONDOMINIUM ASSOCIATION, INC.

a Florida not-for profit corporation

#### I. IDENTITY

A. These are the Bylaws of Marina San Pablo Condominium Association, Inc. a Florida corporation not-for-profit ("Association"). The purpose of the Association is the administration, operation and management of any condominium which may be established in accordance with the Florida Condominium Act, Chapter 718, *Florida Statutes* (2006) (the "Act"), and for which the declaration of condominium specifies that the Association shall be the entity responsible for the operation and maintenance of the condominium, including but not limited to the condominium known as Marina San Pablo, a Condominium, as the same may now or hereafter be constituted in accordance with the Act (the "Condominium"). The Association shall undertake the performance of and shall carry out the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions and authorizations contained herein, in the Articles of Incorporation of the Association ("Articles") and in the Declaration of Condominium of the Condominium which will be recorded in the public records of Duval County, Florida (the "Declaration"). In addition, the Association may own, operate, lease, sell, trade or otherwise deal with any property, real or personal, as may become part of the Condominium (the "Condominium Property") and as may be necessary or convenient for the administration of the Condominium.

B. The provisions of these Bylaws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these Bylaws will be included as Exhibits to the Declaration. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith. The defined terms used in these Bylaws shall be as defined in the Declaration and the Articles, unless specifically defined in these Bylaws or unless otherwise required by the context.

C. All members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of Units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Rules and Regulations of the Association, the Articles and the Declaration.

D. The office of the Association shall be at 3020 Hartley Road, Suite 300, Jacksonville, Florida, Duval County, Florida, or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida" and the year of incorporation.

## II. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. Membership. The qualification of members of the Association ("Members"), the manner of their admission to the membership and termination of such membership and voting rights of Members ("Voting Interests") shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. Quorum. A quorum at meetings of Members shall consist of at least thirty-three percent (33%) of the Voting Interests represented either in person or by proxy and such quorum shall be necessary at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles or these Bylaws.

### C. Voting.

1. Voting by Multiple Unit Owners. The vote of the owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants, or by a partnership, limited liability company or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person, or by a partnership, limited liability company or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association ("Voting Certificate"), designate one natural person as the Primary Occupant. The Voting Certificate shall be filed with the Association and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

2. Ownership by Husband and Wife. Notwithstanding the provisions of Paragraph C.1 above, whenever any Unit is owned solely by a husband and wife, they may, but shall not be required to, designate a Primary Occupant. In the event a Voting Certificate designating a Primary Occupant is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Unit owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.

- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Unit without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.
- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Unit, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Unit shall not be considered in determining the requirement for a quorum or for any other purpose.

D. Approval. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Votes Required. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, which is duly called and at which time a quorum is present, the affirmative vote of a majority of the Voting Interests present in person or by proxy, shall be binding upon the Members.

F. Proxies. Except as otherwise required under the provisions of these Bylaws, at any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by general or limited proxy. Any proxy given 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 ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

G. Limited or General Proxies. Limited or general proxies may be used to establish a quorum. Limited proxies shall be used for (a) votes taken to waive or reduce reserves; (b) votes taken to waive financial statement requirements; (c) votes taken to amend the Declaration; and (d) votes taken to amend the Articles or the Bylaws. No proxy, limited or general, may be used in connection with the election of Directors, unless, pursuant to Florida Statutes Section 718.112(2)(d)(8), the Association by the affirmative vote of a majority of the Voting Interests provide for different voting and election procedures, including but not limited to, providing for

elections of Directors by limited or general proxy. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Nothing in this Paragraph G shall be construed to limit the rights of Unit Owners to use proxies for reelections to fill vacancies caused by recall.

H. Consent to Action. Unless a duly called meeting of the Association shall be specifically required for action to be taken by the Members in these Bylaws, the Articles, the Declaration, the Act or other *Florida Statutes*, any action to be taken by the Association may be taken by written consent setting forth the action so taken, approved by Members holding not less than the minimum number of votes necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting.

### III. ANNUAL AND SPECIAL MEETINGS OF MEMBERS

A. Annual Meeting. The annual meeting of the Members shall be held at the office of the Association or such other place in Duval County, Florida, and at such time as may be specified in the notice of the meeting, for the purposes of electing Directors and of transacting any other business authorized to be transacted by the Members.

B. Special Meetings. Except as elsewhere provided in these Bylaws to the contrary, special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. A special meeting must be called by the officers upon receipt of a written request from Members of the Association owning a majority of the Voting Interests in the Condominium.

C. Notice of Meetings. Notice of all meetings of Members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member, if any (unless waived in writing). Each notice shall be written or printed and shall incorporate an identification of agenda items and shall state the time, place of and purpose for which the meeting is called. Notice of the Annual Meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed to each Member. Such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his/her post office address as it appears on the records of the Association, with postage thereon prepaid. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed in accordance with this provision, to each Unit Owner at the address last furnished to the Association. Each notice shall, in addition, be posted at a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. Upon notice to all Unit Owners, the Board of Directors shall, from time to time, by duly adopted rule, designate a specific location on the Condominium Property, upon which all notices of Unit Owner meetings shall be posted. If any meeting of the Members cannot be held because a quorum is not present, or because a greater percentage of the Voting Interests required to constitute a quorum for a particular purpose is not present, wherever the latter percentage may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present,

either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. Presiding Officer and Minutes. At meetings of Members the President shall preside, or in his/her absence, the Vice President, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a businesslike manner and available for inspection by Directors, Members and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

E. Members Participation at Meetings. Any Unit Owner may tape record or videotape meetings of the Board of Directors and meetings of Members, unless the Board designates a portion of the Board Meeting as being subject to attorney client privilege or another legal privilege. Unit Owners have the right to speak at meetings of the Board of Directors and meetings of Members with reference to all designated agenda items.

F. Order of Business. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

1. Collection of uncast eligible election ballots, if any.
2. Calling of the roll and certifying of proxies;
3. Proof of notice of meeting or waiver of notice;
4. Reading or waiver of reading of minutes of previous meeting of Members;
5. Reports of officers;
6. Reports of committees;
7. Appointment by Chairman of inspectors of election;
8. Election of directors;
9. Unfinished business;
10. New business; and
11. Adjournment.

#### IV. BOARD OF DIRECTORS

A. Members of the Board of Directors. The Board of Directors shall consist of not less than three (3) persons. The initial members of the Board of Directors shall be appointed by the Developer and shall consist of not less than three (3) members for so long as the Developer

is entitled to appoint any members of the Board of Directors. The size of the board shall automatically increase to five (5) members at the first annual meeting after Developer is no longer entitled to appoint at least one (1) Director. When Unit Owners, other than Developer, own fifteen percent (15%) of the Units of the Condominium that will ultimately be operated by the Association, the Unit Owners, other than the Developer, shall be entitled to elect, in the manner provided in Article IV, Paragraph B, of these Bylaws, one third (1/3) of the Members of the Board of Directors. Unit Owners, other than the Developer, shall be entitled to elect, in the manner provided in Articles IV, Paragraph B, of these Bylaws, a majority of the Members of the Board of Directors upon the first to occur of the following:

- (i) Three (3) years after the sales by the Developer have been closed on fifty percent (50%), but less than ninety percent (90%) of the Units that will ultimately be operated by the Association.
- (ii) Three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units which may, pursuant to the Declaration, ultimately be operated by the Association.
- (iii) When all of the Units that will ultimately be operated by the Association have been completed, and some have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.
- (iv) When some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.
- (v) Seven (7) years after recordation of the Declaration.

The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium, which may, pursuant to the Declaration, ultimately to be operated by the Association. Commencing after the Developer shall have lost or relinquished the right to appoint at least (1) Director, the Directors shall be elected at large solely by the Unit Owners by a plurality of the votes cast by the Unit Owners at the annual membership meeting (the "Unit Appointed Directors"). Notwithstanding the foregoing, the Developer shall be entitled at any time to waive its rights hereunder, by execution and delivery to the Association of written waivers, and thereafter to vote in elections for Members of the Board of Directors in the same manner as any other Unit Owner; provided however, Developer shall provide adequate notice to the Association of its intent to waive its rights hereunder in order to allow the Association to give notice(s) required under Sections 718.112(2)(d)(3) and 718.301(2), Florida Statutes. After Unit Owners, other than the Developer, elect a majority of the members of the Board of Directors, the Developer shall, as provided in these Bylaws and the Act, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer. Meetings for the regular election of members of the Board of Directors shall be held annually in a manner to be provided in these Bylaws.

B. Election of Directors. Directors shall be elected in the following manner:

1. Commencing with the election of the first Board of Directors to succeed the Board of Directors comprised of the persons named in the Articles, Developer shall designate that number and the identity of the Members of the Board of Directors which it shall be entitled to designate in accordance with the Articles and these Bylaws, and, upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these Bylaws.

2. For so long as the Developer shall retain the right to appoint at least one (1) member of the Board of Directors, the remaining Members of the Board of Directors, whom Developer shall not be entitled to designate under these Bylaws, shall be elected at large by the Unit Owners, other than the Developer, by a plurality of the Unit Owners' votes cast at the annual meeting of the general membership immediately following designation of the Members of the Board of Directors whom Developer shall be entitled to designate. Commencing after the Developer shall have lost or relinquished the right to appoint at least one (1) Director, the remaining Directors shall be elected at large, by all of the Unit Owners, including the Developer with respect to any Developer owned Units, by a plurality of the votes cast by the Unit Owners at the annual membership meeting (the "Unit Appointed Directors").

3. Not less than sixty (60) days before scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newspaper, to each Unit Owner entitled to a vote, the first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before scheduled election. Together with the written notice and agenda required pursuant to Section 718.112(2)(d), subparagraph 2, of the Act, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of the candidate, the Association shall include an information sheet, no larger than 8½" X 11", 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 candidate. No Unit Owner shall permit any other person to vote his/her ballot, and any such ballot improperly cast shall be invalid. The regular election shall occur on the date of the annual meeting.

4. There shall be no quorum requirements for the election of Directors; however, at least twenty (20%) percent of the Voting Interest must cast a ballot in order to have a valid election of members of the Board.



5. Vacancies on the Board of Directors may be filled so as to expire on the date of the next annual meeting, by the remaining Directors, and, if no such Directors exists, by a vote of the general membership at a special meeting of the membership called for such purpose and conducted in the manner called for in Article IV, Paragraph B.2 above, and except that should any vacancy in the Board of Directors be created in a directorship previously filled by any person designated by Developer, such vacancy shall be filled by Developer designating, by written instrument delivered to any office of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

6. If, at the time of the first annual meeting of Members, Unit Owners are entitled to elect all of the Directors, the terms of office of the Directors receiving the highest plurality of votes shall be two (2) years, and the terms of office of the remaining Director or Directors shall be one (1) year. If, at the time of the first annual meeting of Members, Developer is entitled to designate some or all of the Directors, Developer shall have the right to designate for two (2) year terms that number of Directors which the Director is entitled to designate. The remaining Director or Directors designated by the Developer or elected by the Unit Owners, other than the Developer, as applicable, if any, shall have terms of office of one (1) year; the intention being that terms of office of Directors be staggered. Thereafter, as many Directors shall be elected, or designated by Developer or the Unit Owners, as applicable, for two (2) year terms, as there are regular terms of office for Directors expiring at such times. Directors shall hold office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by the Developer, and qualified, or until removed in the manner elsewhere herein provided or provided by law.

7. In the election of Directors, there shall be, appurtenant to each Unit, one (1) vote for each Director, which is to be filled at that meeting; provided, however, that no Member or owner of any Voting Interest may cast more than one (1) vote per Unit or Voting Interest owned for any person nominated as a Director it being the intent hereof that the voting of Directors shall be non-cumulative.

8. The election of Directors shall be by written ballot or voting machine. Proxies shall not be used in electing Directors either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless authorized by the Association as privileged in Article II, Paragraph G.

9. Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or Members of the Board of Directors of the Association, the Association shall, as otherwise provided in accordance with the provisions of these Bylaws, call and give not less than sixty (60) days notice of an election for Members of the Board of Directors. Such election may be called and the notice given by any Unit Owner if the Association fails to do so within the time prescribed herein. Election of such Directors by the Unit Owners shall be conducted in the manner provided in these Bylaws. Upon election of the first Unit Owner other than the Developer's representative to the Board of Directors, the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of such Unit Owner member.

10. In the event that Developer selects any person or persons to serve on any Board of Directors, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board of Directors. Replacement of any person or persons designated by Developer to serve on any Board of Directors shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. Organizational Meetings. The organizational meeting of a newly elected or designated Board of Directors shall be held within thirty (30) days of their election or designation, and shall be noticed as required by this Article IV.

D. Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegram or overnight courier, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

E. Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one (1) of the Directors. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

F. Notices and Open Meetings. Adequate notice to the Members of all meetings (regular and special) of the Board of Directors, or any committee thereof at which a quorum of the Members of that committee are present, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Upon prior notice to all Unit Owners, the Board of Directors shall, from time to time, by duly adopted rule, designate a specific location on the Condominium Property upon which notices of all Board of Directors meetings shall be posted. All meetings of the Board of Directors shall be open to all Unit Owners. Notice of any meeting of the Board of Directors or any committee thereof where the Association's budget or where 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. Written notice of any meeting of the Board of Directors or any committee thereof at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. The Secretary of the Association shall provide an Affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision, to each Unit Owner.

G. Board of Directors Meetings. Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

H. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting by signing a waiver of notice and placing it in the minute book, and such waiver shall be deemed equivalent to the giving of notice.

I. Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by telephone or other electronic means, provided which all persons participating in the meeting can hear each other at the same time. Participation in this manner shall constitute presence at the meeting for all such purposes. Participants attending by electronic means may vote by electronic transmission.

J. Quorum, Voting and Approval. A quorum at meetings of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board of Directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the Action taken, unless he/she votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any meeting of the Board of Directors cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice to the Directors, however notice of the adjourned meeting must be given in accordance with Paragraph F, Article IV hereof. All meetings of the Board of Directors shall be open to all Unit Owners, unless otherwise provided by law, provided the Board shall have the right to exclude Unit Owners from portions of a Board Meeting which the Board deems to be subject to attorney client privilege or other legal privilege of the Board.

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

L. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

1. Make, levy and collect assessments, including without limitation, assessments for reserves and for improvements to Condominium Property, assessments imposed against the Units pursuant to the Master Declaration, against Members and Members' Units to defray the costs of the Condominium, and use the proceeds of assessments in the exercise of the powers and duties of the Association, including, but not limited to, payment of such assessments due to the Master Association.
2. Maintain, repair, replace, operate and manage the Condominium whenever the same is required to be done and accomplished by the Association for the benefit of Members;
3. Repair and reconstruct improvements after casualty as set forth in the Declaration;
4. Make and amend regulations governing the use of the property, real and personal, in the Condominium, provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;
5. Acquire, own, hold, operate, lease, encumber, convey, exchange, manage and otherwise trade and deal with property, real and personal, including Units of and in the Condominium as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration;
6. Contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties including, but not limited to, the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Limited 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 Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;
7. Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use or property of and in the Condominium hereafter adopted;
8. Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and assess the same against the Members and their respective Units subject to such liens;
9. Carry insurance for the protection of Members, Director, Officers and the Association against casualty and liability;
10. Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units; and

11. Employ personnel to perform the services required for proper administration of the purposes of the Association.

M. First Board of Directors. The first Board of Directors of the Association shall be comprised of those Members of the Board of Directors as described in the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members as described in Article IV, Paragraph B(8). Should any member of the First Board of Directors be unable to serve for any reason, the Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

N. Removal and Recall. Any Unit Owner elected member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Members to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Voting Interests giving notice of the meeting in the same manner as notice of the call of a special meeting of the Members is required as set forth in Article III, Paragraph C, and the notice shall state the purpose of the meeting. Such special meeting to recall a member or Members of the Board of Directors is subject, however to the right of Developer to elect Directors as provided herein. Members of the Board of Directors appointed by the Developer may only be removed by the Developer.

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

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 Chapter 47, *Florida Statutes*, and the Florida Rules of Civil Procedure. The Board of Directors shall duly notice and hold a meeting of the Board of Directors within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board of Directors shall either certify the written agreement to recall a member or members of the Board of Directors, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors, within five (5) full business days, any and all records and property of the Association in their possession or proceed as described below.

3. If the Board of Directors determines not to certify the written Agreement to recall a member or members of the Board of Directors or does not certify the recall by a vote at a meeting, the Board of Directors shall, within five (5) full business days after the meeting, file

with the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") a petition for arbitration pursuant to the procedures in Section 718.1255, *Florida Statutes*. For the purposes of this provision, 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 of Directors, 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 of the Board of Directors so recalled shall deliver to the Board of Directors 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 of Directors fails to duly notice and hold a Board of Directors 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 of Directors Members so recalled shall immediately turn over to the Board of Directors any and all records and property of the Association.

5. If a vacancy occurs on the Board of Directors as a result of a recall and less than a majority of the Board of Directors Members are removed, a vacancy may be filled by the affirmative vote of a majority of the remaining Board of Directors, notwithstanding any provision to the contrary contained in this Paragraph N. If vacancies occur on the Board of Directors as a result of a recall and a majority or more of the Board of Directors Members are removed, the vacancies shall be filled in accordance with the procedural rules of the Division, as set forth in Fla. Admin. Code Rule 61B-23.0027. Developer shall be entitled to fill any vacancy on the Board resulting from such recall with respect to any Developer appointed Board of Directors vacancies.

O. Place of Board of Directors Meetings. Notwithstanding anything contained in these Bylaws to the contrary, any meeting of Members of the Board of Directors may be held at any place, within or without the State of Florida designated in the notice of any such meeting, or notice of which is waived.

## V. OFFICERS

A. Generally. The Board of Directors shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board of Directors may from time to time elect such other officers, and designate their powers and duties, as the Board of Directors may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board of Directors.

B. President. The President shall be the chief executive officer of the Association. He/she shall have all of the powers and duties which are usually vested in the office of President of a corporation not-for-profit including, but not limited to, the power to appoint committees from among the Members from time to time, as he/she may in his/her discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board of Directors may designate.

C. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

D. Secretary. The Secretary shall keep, or cause to be kept, the minutes of all proceedings of the Board of Directors and the Members. He/she shall attend to the giving and serving of all notices to the Members and the Board of Directors, and such other notices as may be required by law. He/she shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He/she shall keep, or cause to be kept, the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not-for-profit and as may be required by the Board of Directors and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. Treasurer. The Treasurer shall have custody of all of the Property of the Association including funds, securities and evidences of indebtedness. He/she shall keep the assessment roll and accounts of the Members; he/she shall keep the books of the Association in accordance with good accounting practices, and he/she shall perform all other duties incident to the office of Treasurer.

F. Compensation. No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is appointed by the Developer shall receive any compensation for his/her services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board of Directors shall determine, nor shall anything herein be construed so as to preclude the Board of Directors from contracting with a Director or officer or with any corporation in which a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, Director or employee, for the management of the Condominium for such compensation as shall be mutually agreed between the Board of Directors and such officer, Director or corporation, or from contracting with a Director or officer or corporation in which a director or officer of the Association may be a stockholder, officer, director or employee for the purpose of making available to the Unit Owners of Condominium Units such services as are contemplated by these Bylaws, the Articles and the Declaration. An officer, Director or manager may not solicit, offer to accept or accept anything of service or value for which consideration has not been provided for his or her own benefit or that his or her immediate family, from any person providing or proposing to provide goods or services to the Association.

**VI. FIDELITY BONDING OF OFFICERS AND DIRECTORS**

The Association shall obtain and maintain adequate insurance or fidelity bonds for all persons who control or disburse funds for the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its managing agent at any one time. The Association shall bear the cost of bonding.

**VII. OFFICIAL RECORDS**

A. From the inception of the Association, the Association shall maintain a copy of each of the following where applicable, which shall constitute the official records of the Association;

1. The plans, permits, warranties and other items provided by the Developer applicable to the Condominium;
2. A photocopy of the recorded Declaration and all amendments thereto;
3. A photocopy of these Bylaws as recorded and all amendments thereto;
4. A certified copy of the Articles and amendments thereto;
5. A copy of the current rules and regulations of the Association;
6. The Association minute book containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years;
7. A current roster of all Unit Owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;
8. All current insurance policies of the Association and the Condominium;
9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
10. Bills of sale or transfer for all property owned by the Association;
11. Accounting records for the Association maintained according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:
  - (a) Accurate, itemized, and detailed records of all receipts and expenditures.



(b) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(c) All audits, reviews, accounting statements and financial reports of the Association or Condominium.

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year after completion of the applicable work.

12. Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given.

13. All rental records where the Association is acting as agent for the rental of Condominium Units.

B. The official records of the Association shall be maintained in Duval County, Florida.

C. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times.

## VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

A. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount paid, and the balance due upon each assessment.

B. Annual Budget. The Board of Directors shall adopt for, and in advance of, each fiscal year, a budget for the Condominium showing the estimated costs of performing all of the functions of the Association as such Condominium for the year. The budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and reserve accounts for capital expenditures and deferred maintenance and any other reserves and/or funds which may be established from time to time by the Board of Directors. Such reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. All such reserve funds and interest

thereon shall remain in such accounts for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority of the Members. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and due date(s) and amount of installments thereof. Copies of the proposed budget and proposed assessments shall be mailed or hand delivered to each Member on or before January 1 of the year for which the budget is made at the address last furnished to the Association and not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of the time and place of that meeting. The Secretary of the Association shall provide an Affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision to each Unit Owner. Such meeting of the Board of Directors shall be open to Members. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or in the event of emergencies.

C. Increased Budget(s). If a budget is adopted by the Board of Directors which requires assessment of the Members in any budget year exceeding one hundred fifteen percent (115%) of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Voting Interests, a special meeting of the Members shall be held upon not less than ten (10) days written notice to each Member, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Members shall consider and adopt a budget. Any such budget shall require a vote of not less than a majority of the whole number of all Voting Interests. The Board of Directors may, in any event, first propose a budget to the Members at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of all Voting Interests, either at such meeting or by writing, such budget shall be adopted and shall not thereafter be reexamined by the Members in the manner hereinabove set forth. If a meeting of the Unit Owners has been called pursuant to this provision 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 the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board of Directors for repair and replacement of Condominium Property; anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and assessments for improvements to the Condominium Property. Notwithstanding anything to the contrary herein, so long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for a budget year greater than one hundred fifteen (115%) of the prior budget year's assessment without approval of a majority of all Voting Interests.

D. Notice of Adopted Budget. Upon adoption of budgets, the Board of Directors shall cause written copy thereof to be delivered to all Members. Assessments shall be made against the Units pursuant to procedures established by the Board of Directors, and in accordance with terms of the Declaration and Articles. Members shall be liable to pay assessments not less often than quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

E. Assessments. To provide funds necessary for proper operation and management of the Condominium, the Association shall have the right to make, levy and collect assessments against the Members and their respective Units to pay their share of Common Expenses. Assessments by the Association against each Member and his/her Unit shall be the fractional share of the total assessments to be made against all Members and their Units as set forth in the Declaration. Unless otherwise determined by the Board of Directors, assessments shall be payable monthly on the first day of each month, but in no event shall amounts be payable less often than quarterly. 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 installments on such assessment shall be due upon each installment payment date 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 subject to the limitations of Article VIII, Section C. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable in equal installments through the end of the fiscal year; provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

F. Special Assessments. Special assessments shall be levied and paid as determined by the Board of Directors and shall be those chargeable to all Members of a Condominium in the same proportions as regular assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common Elements or Association property (including fixtures and personal property related thereto) and for such other purposes as shall have been approved by the Board of Directors. The specific purpose or purposes of any special assessment imposed by the Board of Directors shall be set forth in a written notice of such assessment sent or delivered to each Unit owner in the manner prescribed for giving notice of meetings to the Unit Owners as described in these Bylaws. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

G. The Depository and Commingling of Funds. All sums collected by the Association from all assessments against all Units in the Condominium shall be maintained in the Association's name and may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors; provided, however, that reserve and operating funds of the Association shall not be commingled but shall be maintained in separate accounts at all times, unless combined for investment purposes. The depository of the Association shall be such bank or banks or savings and loan association or associations as shall be designated from time to time by the Directors and in which the monies of the Association

shall be deposited. Withdrawal of monies from such accounts shall be only by checks or withdrawals signed by such persons as are authorized. Any contract for the management and maintenance of the Condominium Property entered into by the Board of Directors with a management agent may include in its provisions authority for the manager to sign checks on behalf of the Association for payment of the obligations of the Association.

H. Audit. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors or as may be required by Florida Statutes.

I. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board of Directors as evidence of compliance of the Units to the applicable fire and safety code.

## **IX. PARLIAMENTARY RULES AND ARBITRATION**

A. Roberts' Rules of Order (latest edition) shall govern the conduct of corporation proceedings when not in conflict with the Articles, these Bylaws or the laws of Florida.

B. Internal disputes arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns shall be subject to mandatory non-binding arbitration as provided in Florida Statutes, Section 718.1255.

## **X. RULES AND REGULATIONS**

A. The Initial Rules and Regulations as set forth as an Exhibit to the Prospectus for Marina San Pablo, a Condominium, shall apply to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units and shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, Guests, invitees, servants, lessees, customers, patrons, employees, and persons over whom they exercise control and supervision.

B. The Board of Directors shall have the power as set forth in the Bylaws to promulgate additional rules and regulations as they see fit for the operation and management of Marina San Pablo, a Condominium, subject to the restrictions set forth in Paragraph D below.

C. The Board of Directors may, pursuant to Florida Statutes 718.303(3) impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in the aggregate, against Unit Owners for violations of the Condominium documents including the Rules and Regulations, by Owners or their Guests. Each day of violation shall be a separate violation. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the Unit Owner and, if applicable, to licensee or invitee. The procedure for the hearing shall be established by the Board of Directors and be included in the Rules and Regulations of the Association. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

D. The Board of Directors may not promulgate rules or regulations pertaining to restrictions on the term of leases for Units. The Board of Directors may also not narrow the definition of Guests in order to restrict the use of any Unit. Restrictions on these areas are permissible only by complying with the amendment procedures of these Bylaws or the Declaration, whichever is applicable.

## **XI. AMENDMENTS TO BYLAWS**

Amendments to these Bylaws may be proposed and amended by a majority of the first Board of Directors until the first annual meeting of the Members and thereafter by the Unit Owners only in the following manner:

A. Proposal. Amendments to these Bylaws may be proposed by (1) the Board of Directors, action upon vote of a majority of the Directors, or (2) by Members owning sixty-six percent (66%) of the Voting Interests in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Notice. Upon any amendment or amendments to these Bylaws being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

C. Content of Amendment. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicator of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw for present text." Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Voting. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than sixty-six percent (66%) of the Voting Interests in the Condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed and shall include on the first page thereof a reference to the book and page of the public records where the Declaration is recorded, and shall be certified by the President and Secretary of the Association. A copy thereof shall be recorded

in the public records of Duval County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

E. Written Vote. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by limited proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

F. Developer's Reservations. Notwithstanding the foregoing provisions of this Article IX, no amendment to these Bylaws which shall abridge, amend or alter the rights of Developer may be adopted to become effective without the prior written consent of Developer. Notwithstanding the provisions contained herein for amendment to the Bylaws, no amendment to these Bylaws shall:

1. Change any "Condominium parcel" (as defined in the Act) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment;
2. Conflict with the Declaration, the Articles or the Act;
3. Discriminate against any Unit Owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment;
4. Change the share of Common Elements or Limited Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner(s) in the Common Expenses, unless the record owner of all Units and record owners of all liens thereon shall join in the execution and acknowledgment of such amendments;
5. Adversely affect the lien or priority or materially and adversely affect the rights and remedies of any first mortgagee of any Unit or of a Mortgagee as defined in the Declaration holding by a previously recorded mortgage on a Unit, unless the record owner of all liens on the Units affected shall join in the execution and acknowledgment of the amendment; and
6. Anything herein to the contrary notwithstanding, until the first regular election of the Directors by the membership, and so long as the Developer shall have the right to fill vacancies on the Board of Directors, an amendment shall require only the unanimous consent of the Board of Directors, and no meeting of the Members nor any approval thereof need be had.

The foregoing were adopted as the Bylaws of Marina San Pablo Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, at the organizational meeting of the Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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Print Name: William L. Morgan, Secretary