

**Amended Bylaws
of
Tennis Oasis Townhouse Condominium Association, Inc.
(Amended 4 November 2015)**

Section 1. Identity

These are the Bylaws of Tennis Oasis Townhouse Condominium Association, Inc., a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes (hereinafter referred to as the "Association"). The Association has been organized for the purpose of managing, operating, and administering all the condominiums to be established on land in Escambia County, Florida described in the Declaration of Condominium (the "Declaration") to which a true copy of these Bylaws will be attached and which are to be recorded amongst the public records of Escambia County, Florida.

The provisions of these Bylaws shall be interpreted in accordance with the definitions and provisions of Chapter 718, Florida Statutes, the Condominium Act (the "Act"), the Declaration to which these Bylaws are attached, and the Articles of Incorporation of the Association (the "Articles").

1.1 Office Location

The mailing location of the Association shall be 3400 Wimbledon Drive, Box 50, Pensacola, Florida 32504. All records shall be kept by the respective members of the Board of Directors ("Board").

1.2 Fiscal Year

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

1.3 Corporate Seal

The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for Profit".

Section 2. Membership; Members' Meetings; Voting and Proxies

2.1 Qualification of Members

- (a) The owners of all units in all said condominiums shall be members of the Association, and no other persons or entities shall be entitled to membership.
- (b) Membership shall be established by the acquisition of ownership of fee title to or fee interest in a condominium parcel (a unit) in one of said condominiums, whether by conveyance, device, judicial decree, or otherwise, subject to the provisions of the Declaration, and by the recordation amongst the public records of Escambia County, Florida,

of the deed or other instrument establishing the acquisition and designating the unit affected thereby and by the delivery to the Association of a true copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and membership of the prior owner as to the unit designated shall be terminated.

- (c) The share of a member in funds and assets of the Association, and its common surplus, and membership in the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance of this unit.
- (d) On all matters as to which the membership shall be entitled to vote, as hereinafter provided, there shall be only one vote for each unit, which vote shall be exercised in the manner provided by the Declaration and Bylaws.

2.2 Annual Meeting

The annual members' meeting shall be held at 6:30 pm CST, during the first two (2) weeks in November of each year, at a location decided by the Board, for the purpose of electing directors, presenting the draft budget for the following year, and transacting any other business duly authorized to be transacted by the members.

2.3 Special Meetings

Special meetings shall be held at any place within the State of Florida whenever called by the President or Vice-President or by a majority of the Board, and must be called by such officers upon receipt of a written request from one-third (1/3) of the entire membership.

2.4 Notice of Meetings

Notice of all members' meetings stating the time and place within the State of Florida and the reason(s) for which the meeting is called shall be given by the President or Vice President or Secretary. Notice shall be in writing to each member at his/her address as it appears on the books of the Association, or delivered by hand, or by electronic mail, if agreed to in writing by the member, not less than fourteen (14) days or more than thirty-four (34) days prior to the meeting. However, if the meeting is to include elections of members of the Board of Directors, such notice must not be less than sixty (60) days prior to the meeting. For meetings where elections are to be held, a second notice shall be given not less than fourteen (14) days or more than thirty-four (34) days prior to the meeting.

Proof of such mailing and/or service may be satisfied by an affidavit of the person giving the notice. Notice of meeting may be waived by any member before, during, or after meetings, by the signing of a document setting forth the waiver by such member or by the person entitled to vote.

2.5 Quorum

A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy (subject to provision 2.8 below) shall be required to decide any question brought before the meeting, unless the question is one upon which by express provision of the Statutes, the Declaration, or of the Bylaws a different vote is required, in which case such express provision shall govern and control the required vote on the decision of such question.

2.6 Adjourned Meetings

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

2.7 Order of Business

The order of business at annual members' meetings and, as far as practical, at all other members' meetings shall be: (a) call of the roll and certifying of proxies; (b) proof of notice of meeting or waiver of notice; (c) reading and disposal of any unapproved minutes; (d) reports of Officers; (e) reports of committees; (f) election of Directors in the manner provided for in these Bylaws; (g) unfinished business; (h) new business; (i) adjourn.

2.8 Voting and Proxies

Voting rights shall be as stated in Section 2.1 (d) above. Such votes may be cast in person or by proxy, provided, however, that no one person shall be designated to hold more than five (5) proxies. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 3. Board of Directors

3.1 Membership

The Board of Directors shall consist of not less than three (3) persons nor more than nine (9) persons, the exact number to be determined from time to time by the Board.

3.2 Election of Directors

- (a) Election of Directors shall be held at the annual meeting, regardless of whether there is a quorum.
- (b) A Board of Directors shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election of the Board. However, a Board may create or appoint a search committee which shall not have the authority to nominate a candidate, but may encourage qualified persons to become candidates for the Board.
- (c) Balloting is not necessary to fill any vacancy unless there are two or more eligible candidates for that vacancy.
- (d) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- (e) Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
- (f) A unit owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Written notice shall be effective when received by the Association.
- (g) Specific procedures for announcing elections, validating candidates, preparation of ballots, runoff elections, etc. shall conform to the Florida Administrative Code (Division of Condominiums), Section 61B-23.0021.

3.3 Directors Term of Office

The term of Directors' service shall be staggered such that "one half" of the Board members shall be elected annually at the regular annual meeting. Board members shall serve for a two-year term, beginning January 1 of the year following their election. If, however, no person is interested in or demonstrates an intention to run for the position of a board member whose term has expired, the incumbent shall be reappointed to the board and need not stand for reelection.

3.4 Board's Organizational Meeting

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

3.5 Board's Meeting Schedule

The Board of Directors shall meet regularly at least once every three (3) months during the second full week of January, April, July and October. Notice of each meeting shall be given to each Director at least fourteen (14) days prior to the meeting. The notice may be communicated personally, by U.S. Mail, telephone or electronic mail. Special meetings may be called as necessary by the President or by any majority of members of the Board by giving notice in one of the above methods of at least three (3) days, except in cases of an emergency. Meetings of the Board shall be open to all unit owners, and notice of the meeting location and time shall be sent to owners by electronic mail if agreed to in writing, or by U.S. Mail or hand delivery if necessary. Notice of regular meetings shall be communicated to unit owners no less than five (5) days prior to the meeting.

3.6 Waiver of Notice

Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.7 Quorum

A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, Articles of Incorporation or these Bylaws.

3.8 Adjourned Meetings

If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.9 Joinder in Meeting by Approval of Minutes

The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.10 Presiding Officer at Meetings

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

3.11 Directors' Fees

Directors' fees, if any, shall be determined by the members.

3.12 Powers and Duties of Board of Directors

All of the powers and duties of the Association shall be exercised by the Board, including those existing under the Act, the Articles of Incorporation and the documents establishing each condominium. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration, and shall include but not be limited to the following:

- (a) Make and collect assessments against members to defray the costs of each condominium;
- (b) To use the proceeds of assessments in the exercise of its powers and duties;
- (c) The maintenance, repair, replacement and operation of condominium property;
- (d) The reconstruction of improvements after casualty and the further improvement of condominium property;
- (e) To make and amend Rules and Regulations with respect to the use of condominium property;

- (f) To enforce by legal means the provisions of each Condominium Declaration, the Articles, these Bylaws, the Rules and Regulations and the applicable provisions of the Act;
- (g) To contract for the maintenance and care of condominium property and to delegate to such contractor all powers and duties of the Association except as are specifically required by the condominium documents to have approval of the Board or the members of the Association;
- (h) To pay taxes and assessments which are liens against the property or condominium, other than the individual units and the appurtenances thereto, and to assess the same against the units subject to such liens;
- (i) To purchase and carry insurance for the protection of unit owners and the Association against casualty and liability;
- (j) To pay the cost of all power, water, sewer and other utility services rendered to each condominium and not billed to owners of individual units;
- (k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.
- (l) To approve the lease of units. Approval to lease a unit shall require written approval of the Board of Directors. Approval shall not be refused, however, unless the unit owner is delinquent in the payment of an assessment at the time approval is sought, or if the proposed use of the leased unit is to be for anything other than a single-family dwelling.

Section 4. Officers

4.1 Executive Officers

Executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the Board at any meeting. The Board shall, from time to time, elect such other assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

4.2 President

The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of a corporation and association 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/She shall preside at all meetings of the members and the Board.

4.3 Vice President

The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the 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.

4.4 Secretary

The Secretary shall keep the minutes of all proceedings of the Board and members. 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 the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of a secretary of a corporation and an association as may be required by the Board or the President. The assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

4.5 Treasurer

The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He/She shall keep the assessment rolls 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 of the duties incident to the office of the Treasurer.

4.6 Compensation

The compensation, if any, of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

Section 5—Fiscal Management

5.1 Budget

The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the costs of performing the functions of the Association including, but not limited to, the following items:

- (a) **Common Expense Budget**
 - (1) Building Maintenance
 - (2) Casualty and Liability Insurance
 - (3) Taxes
 - (4) Garbage Collection
 - (5) Electric

- (b) Copies of the proposed annual budget of Common Expenses shall be mailed to the unit owners not less than fourteen (14) days nor more than thirty-four (34) days prior to the annual meeting at which the budget will be considered, together with a notice of that annual meeting. It is specifically acknowledged that the provisions of Section 718.12(2)(e)2.a and b of The Condominium Act are applicable to this condominium, and that the procedures outlined in that provision shall govern the Association if a budget is adopted by the Board of Administration which requires an assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen (115) percent of such assessments for the preceding year.

- (c) The Association shall use a cash basis method of accounting which shall conform to generally accepted accounting standards and principles applicable thereto.

5.2 Common Expenses and Assessments

(a) Duty to Pay

It is hereby stated to be the express duty of each unit owner to promptly pay his/her share of the Common Expenses and all assessments levied by the Board of Directors of the Association.

(b) Alterations and Improvements to Common Elements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements (which do not prejudice the right of any unit owner and any first mortgages unless his/her or its written consent has been first obtained), provided the making of such alterations and improvements is first approved by the Board of Directors, and which approval shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of the unit owners if the cost of the same shall be in Common Expenses, unless in the judgment of not less than seventy-five (75%) percent of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of one or more condominiums managed by the Association or one or more units whereupon

the Corporation condominiums or unit owner or owners benefited therefrom shall be assessed therefore in such proportion as may be approved by the Board of Directors of the Association.

(c) Reserve Accounts

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The reserve account shall be maintained separately from the operating expense account, but funded according to the same schedule as regular assessments are collected. Reserve funds and reserve interest must be used for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the voting interests at a duly called meeting of the unit owners. In addition, the membership may elect by a a majority of the voting interests at a duly called meeting of the unit owners to provide no reserves or less reserves than required by this section. (Note: A quorum of the unit owners, or their limited proxies, must be present at the meeting. Then, a simple majority of those members and proxies present shall be sufficient to authorize the spending of funds for uses other than that originally authorized, or to provide no reserves or less than required by this section.)

(d) Assessments

Assessments shall be made and determined in the following manner:

- (1) The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year and such budget shall project the anticipated Common Expenses for the ensuing fiscal year.
- (2) After the adoption of a budget and determination of the annual assessments against the unit owners in accordance with the shares of the Common Expenses set forth in the Declaration, the Association shall assess such sums by promptly notifying all owners by delivering or mailing notice thereof to the most recent address as shown by the books and records of the Association. The annual assessments are payable in monthly installments which shall be due and payable in advance to the Association on the first day of each month, regardless of whether or not members are sent or

actually receive written notice thereof. In addition, the Association shall have the power to levy special assessments against all of the units of the condominiums managed by the Association, or against a particular condominium, if the funds therefor are to be used solely or exclusively by or for the benefit of such condominium or condominiums, or against a particular unit, if necessary, to cover additional Common Expenses and shall have the power to levy such other special assessments as provided herein, which may or may not be equal per unit (as previously provided in paragraph (b) above).

- (3) The record owners of each unit shall be personally liable jointly and severally, to the Association for the payment of special as well as regular assessments made by the Association and for all costs of collecting delinquent assessments, plus interest and attorneys' fees as hereinafter provided. In the event of default in payment of monthly installments, the Board of Directors may accelerate the remaining monthly installments of the assessment upon notice thereof to the unit owner whereupon the entire unpaid balance of the assessment shall become due upon the date stated in the notice which shall not be less than ten (10) days after the date of the notice. In the event any assessment, installment of assessment or accelerated assessment is not paid within twenty (20) days after its due date, the Association, through its Board of Directors, may proceed to enforce and collect the said assessment against the unit owner owing the same in any manner provided for by the Act, including the right of foreclosures and sale.
- (4) The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments.
- (5) In connection with assessments, the Association shall have all the powers, rights, privileges, and legal remedies provided for by the Act, specifically including a lien upon each condominium parcel for any unpaid assessments and interest thereon against the unit owner of such condominium parcel, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of such lien. Assessments and installments thereon not paid when due shall bear interest from the date

when due until paid at the rate of eighteen (18) percent per annum.

- (6) It is specifically acknowledged that the provisions of Section 711.15 (6) of the Act are applicable to this Condominium, and further, in the event an approved institutional first mortgagee obtains title to a unit by voluntary conveyance, such mortgagee, its successors, and assigns shall not be liable for accrued assessments or Common Expenses as fully as though the property were acquired by foreclosure as provided by Section 711.15 (6) of the Act.

5.3 Depository for Funds

The depository of the Association shall be such bank or banks 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 account shall be only by checks signed by such parties as are authorized by the Directors.

5.4 Financial Audit

An audit of the accounts of the Association shall be made annually by a Certified Public Accountant. Alternatively, a majority of the membership attending the annual meeting may select a group of members, at least one of which is not a Board member, to perform the audit for that respective year. A copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

Section 6—Parliamentary Rules

Robert's Rules of Order (latest edition) shall govern the conduct of the Association Meetings when not in conflict with Declaration of Condominium, Articles of Incorporation or these Bylaws.

Section 7—Amendments

- 7.1 These Bylaws may be amended if the amendment is approved by owners of not less than two-thirds (2/3) of the units, including a majority of the Board members.
- 7.2 An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other as above set forth.

7.3 No modification or amendment to these Bylaws shall be adopted which would affect or impair the validity or priority of any approved mortgagee.

THESE BYLAWS OF TENNIS OASIS TOWNHOUSE CONDOMINIUM ASSOCIATION HAVE BEEN AMENDED ACCORDING TO THE PROCEDURES SPECIFIED IN THE ORIGINAL BYLAWS AND DECLARATION. THE AMENDMENT RECEIVED UNANIMOUS APPROVAL OF THE MEMBERSHIP (MORE THAN 2/3 OF THE TOTAL MEMBERSHIP) AT THE ANNUAL MEETING HELD ON NOVEMBER 4, 2015, AND IS ATTESTED TO BY THE SIGNATURES OF THE BOARD OF DIRECTORS BELOW.

Gerald G. Day, President *Gerald G. Day*

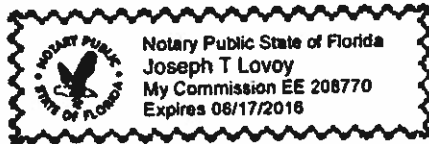
Linda J. Balink-White, Secretary *Linda J. Balink-White*

Ann T. Davis, Treasurer *Ann T. Davis*

William E. Day, Board Member *William E. Day*

Mary Ann Bozeman, Board Member *Mary Ann Bozeman*

The foregoing instrument was acknowledged and executed before me this 9th day of December, 2015 by the above listed members of the Board of Directors of Tennis Oasis Townhouse Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation.



Joseph T. Lovoy
Notary Public