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AMENDED AND RESTATED BY-LAWS OF

LEGION PARK LANDING NEIGHBORHOOD

HOMEOWNERS ASSOCIATION, INC.

A corporation not for profit organized
under the laws of the State of Florida

DAN BODIFORD
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1. **Identity.** These are the By-Laws of LEGION PARK LANDING NEIGHBORHOOD HOMEOWNERS ASSOCIATION, INC. (the Association"), a not for profit corporation under the laws of the State of Florida, and organized for the purpose of administering that certain subdivision located in Walton County, Florida, and known as LEGION PARK LANDING (the "Subdivision").
 - 1.1 **Principal Office.** The principal office of the Association shall be at 311 Holly Street, Destin, Florida 32541 or at such other place as may be subsequently designated by the Board of Directors. Notwithstanding the foregoing, all books and records of the Association shall be kept on the Subdivision property.
 - 1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
 - 1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for the Subdivision, unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
 - 3.1 **Annual Meeting.** The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of November following the year in which the Declaration of Covenants, Conditions and Restrictions is filed.

3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also be called by Lot Owners in the manner provided for in the Act.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, stating the time and place, the purpose(s) for which the meeting is called, and an identification of agenda items shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Subdivision Property as designated by the Board pursuant to 718.112 (2) (d) (2). The notice of the annual meeting shall be delivered or sent by mail to each Lot Owner, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

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 or hand delivered in accordance with this Section to each Lot Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

3.4 quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast 50% of the total voting interests.

3.5 Voting.

(a) Number of Votes. In any meeting of members, the Owners of Lots shall be entitled to cast one vote for each Lot owned. The vote of a Lot shall not be divisible.

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- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Lot Owners for all purposes, except where otherwise provided by law, the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws. Similarly, unless specifically stated to the contrary, if some greater percentage of members is required herein or in the Declaration of Covenants, Conditions and Restrictions or Articles, it shall mean such greater percentage of the votes of members present at a meeting at which a quorum is attained.
- (c) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of members. If a Lot is owned by more than one person, those persons (including husbands and wives) shall decide among themselves as to who shall cast the vote of the Lot. In the event that those persons cannot so decide, no vote shall be cast. A person casting a vote for a Lot shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified.

3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, dated, signed by the person authorized to cast the vote for the Lot.

3.7 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a member, officer or a director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;

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- (h) Determination of number of Directors to be elected;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New Business; and
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Lot Owners shall be kept in a book available for inspection by Lot Owners or their authorized representatives and Board members. The Association shall retain these minutes for a period of not less than seven years.

3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorized or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors, other than designees of Developer, must be Lot Owners.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary. There shall be no quorum requirement, however, at least twenty percent (20k) of the eligible voters must cast a ballot for an election to be valid.

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4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.16 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the members (other than Developer) may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose (which shall be called upon the demand of ten percent (10%) or more of the voting interests of the Association Members) or by written agreement signed by a majority of the owners of all Lots. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, or by the Board of Directors in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Lots owned by a Director in the Subdivision (other than appointees of the Developer or Directors who were not Lot Owners) shall constitute the resignation of such Director.
- (c) Anything to the contrary herein notwithstanding, until a majority of Directors are elected by the members other than Developer of the Subdivision, neither the first Directors of the Association, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of Directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Subdivision lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Lot Owner shall mail to the Association and post in a conspicuous place as designated by the Board, on the Subdivision Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Lot Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

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- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. After such time as the Lot Owners, other than the Developer, have elected a majority of the Board of Directors, the Board may elect, by resolution of a majority of the Directors, to provide for increased and/or staggered terms of service. Such resolution shall set forth the method by which the terms may be staggered and the procedures for electing directors to the terms thus established.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.
- 4.6 Regular 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 or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Lot Owners and notice of such meetings shall be posted conspicuously at a location designated by the Board, on the Subdivision Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Lot Owners shall be permitted the right to speak at such meetings with reference to all designated agenda items, subject to rules established by the Board.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Lot Owners and notice of a special meeting shall be posted conspicuously on the Subdivision property at least forty-eight (48) continuous hours preceding the meeting for the attention of the members of the Association, except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Lot use will be proposed, discussed, or approved, shall be mailed or delivered to the Lot Owner and posted conspicuously on the Subdivision property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Lot Owners, the Board shall by duly adopted rule designate a specific location on the Subdivision property upon which all notices of Board meetings shall be posted.

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- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting any business that might have been transacted at the meeting as originally called may be transacted as set forth in the notice for the rescheduled meeting.
- 4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.
- 4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other Lot Owner to preside).
- 4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal or any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

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Such order may be waived in whole or in part by direction of the presiding officer.

- 4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Lot Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Subdivision during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Subdivision, (b) to determine the Assessments payable by the Lot Owners to meet the Common Expenses and regulations covering the details of the operation and use of the Subdivision Property, or (d) to exercise any of the powers set forth in paragraph (f) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.16 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three (3) directors during the period that Developer is entitled to appoint a majority of the Directors, as hereinafter provided. Developer shall have the right to appoint all of the members of the Board of Directors until Lot Owners other than Developer own fifteen (15%) percent or more of the Lots that will be operated ultimately by the Association, the Lot Owners other than Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), Developer shall forward to the Division of Florida Land Sales, Subdivisions and Mobile Homes the name and mailing address of the director(s) elected. Lot Owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after fifty (50%) percent of the Lots that will be operated ultimately by the Association have been conveyed to Purchasers; (b) three months after ninety (90%) percent of the Lots that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Lots that will be operated ultimately by the Association have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business; (d) when some of the Lots have been conveyed to purchasers, and none of the others are being constructed or offered for sale by Developer in the ordinary course of business, or (e) seven (7) years after recordation of the Declaration of Covenants, Conditions and Restrictions creating the Subdivision, whichever occurs first. Developer is entitled (but not obligated) to elect at least one (1) member of the

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Board of Directors as long as Developer holds for sale in the ordinary course of business five percent (5%) of the Lots that will be operated ultimately by the Association.

Developer can turn over control of the Association to Lot Owners other than Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners other than Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Lot Owners, neither Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Lot Owners other than Developer refuse or fail to assume control.

Not less than seventy-five (75) days after the Lot Owners other than Developer are entitled to elect a member or members of the Board of Directors, or sooner event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Board of Directors in accordance with section 718.112(2) (d). The meeting may be called and the notice given by any Lot Owner if the Association fails to do so.

Within a reasonable time after Lot Owners other than Developer elect a majority of the members of the Board of Directors of the Association (but not more than ninety (90) days after such event), Developer shall relinquish control of the Association and shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Covenants, Conditions and Restrictions of Subdivision, and all amendments thereto. If a photocopy is provided, Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration of Covenants, Conditions and Restrictions.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute books, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by Developer.

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- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover.
 - (h) Association funds or the control thereof.
 - (i) All tangible personal property that is the property of the Association or is or was represented by Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
 - (j) A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Subdivision, of all contractors, subcontractors, and suppliers utilized in the construction of the improvements and in the landscaping of the Subdivision.
 - (k) Insurance policies.
 - (l) A roster of Lot Owners and their addresses and telephone numbers, if known, as shown on Developer's records.
 - (m) All contracts to which the Association is a party.
5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Subdivision and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws may not be delegated to the Board of Directors by the Lot Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:
- (a) Operating and maintaining the Common Elements.
 - (b) Determining the expenses required for the operation of the Subdivision and the Association.
 - (c) Adopting and amending rules and regulations concerning the details of the operation and use of the Subdivision Property, subject to a right of the Lot Owners to overrule the Board as provided in Section 13 hereof.
 - (d) Maintaining bank accounts on behalf of the Association and designating the signatories required there for.
 - (e) Obtaining and reviewing insurance for the Subdivision Property.

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- (f) Making repairs, additions and improvements to, or alterations of, the Subdivision Property, and repairs to and restoration of the Subdivision Property, in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (g) Enforcing obligations of the Lot Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Subdivision..
- (h) Levying fines against appropriate Lot Owners for violations of the rules and regulations established by the Association to govern the conduct of such Lot Owners. No fine shall exceed \$100.00 (or such greater amount as may be permitted by law from time to time) nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Lot Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Lot.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice- President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of Developer, must be Lot Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association,

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except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Subdivision or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Developer or officers who were not Lot Owners) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Covenants, Conditions and Restrictions and Articles shall be supplemented by the following provisions:
 - 9.1 Budget/Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 9.1(a) above, the Board of Directors may call a special meeting of Lot Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

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- 9.2 Assessments. Assessments shall be made annually for the following year. Payment of such Assessments shall be due in one installment, in advance on the first day of January of the year for which the Assessments are due. Such Assessments shall be in default if not paid prior to the first day of February. If assessments are not redetermined annually, assessments shall be presumed to have been determined and established in the amount of the last prior Assessments, and such Assessments shall be due upon such payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 9.1 hereof, if applicable. The amended Assessments shall be paid as directed by the Board in its resolution.
- 9.3 Special Assessments and Capital Improvement Assessments. Special Assessments and Capital Improvement Assessments (as defined in the Declaration of Covenants, Conditions and Restrictions) shall be levied as provided in the Declaration of Covenants, Conditions and Restrictions and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.4 Depository. The depository of the Association shall be such bank or banks in the State 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 those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.
- 9.5 Acceleration of Installments Upon Default. If a Lot Owner shall be in default in the payment of his Assessments, the Board of Directors or its agent may accelerate the Assessments due for the balance of the budget year and file a claim of lien therefor and the then unpaid balance of the Assessments for the balance of the year shall be due upon the date stated in the lien.
- 9.6 Penalties For Default. If a lot owner shall be in default in the payment of his Assessments, such lot owner shall incur a penalty of \$10.00 and shall accrue interest at the rate of 1.5% per month (18% per annum) or the highest legal rate, this penalty and interest shall apply to regular as well as special Assessments. Special Assessments to be paid in installments shall incur a separate penalty for each installment which is in default.
10. Roster of Lot Owners. Each Lot Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until

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notified in writing of changes therein as provided above. Only Lot Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Covenants, Conditions and Restrictions, the Articles or these By-Laws.
12. Amendments. Except as in the Declaration of Covenants, Conditions and Restrictions provided otherwise, these By-Laws may be amended in the following manner:
 - 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:
 - (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
 - (b) after control of the Association has been turned over to the Lot Owners other than Developer, by not less than 80% of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) by not less than 100% of the entire Board of Directors.
 - 12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Lots without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration of Covenants, Conditions and Restrictions. No amendment to this Section shall be valid.
 - 12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration of Covenants, Conditions and Restrictions and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the

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Secretary or Assistant Secretary of the Association with the formalities of a deed, or by Developer alone if the amendment has been adopted consistent with the provisions of the Declaration of formalities of a deed, or by Developer alone if the amendment has been adopted consistent with the provisions of the Declaration of Covenants, Conditions and Restrictions allowing such action by Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration of Covenants, Conditions and Restrictions is recorded.

13. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
14. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the Amended By-Laws of LEGION PARK LANDING NEIGHBORHOOD HOMEOWNERS ASSOCIATION, INC., a corporation not for profit on the 4th day of February, 2000.

Approved:

Chris Roessler
Chris Roessler, President

Linda Bashu
Linda Bashu, Secretary

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