

This instrument prepared by and return to:
Clad M. McClennahan, Esq.
783 S. Orange Ave., Suite 210
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2020094085 2 PGS
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KARLE E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF OAK FOREST VILLAS, A CONDOMINIUM
AND THE BYLAWS OF OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of Oak Forest Villas Condominium Association, Inc., the corporation in charge of the operation and control of Oak Forest Villas, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 1622 Page 209 et seq., and amended and restated in Official Records Instrument # 2014026587, 53 Pages, of the Public Records of Sarasota County, Florida, hereby certify that the following amendments to the Declaration of Condominium and to the Bylaws of the Association, which Bylaws were recorded as an exhibit to the Declaration, were proposed and approved by not less than two-thirds of the entire membership of the Board of Directors, and approved by vote of not less than fifty-one (51%) percent of the voting interests of the entire membership at a membership meeting held on January 9, 2020. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documentation and applicable law.

(Additions indicated by underlining, deletions by —, omitted, unaffected language by...)

DECLARATION OF CONDOMINIUM

17. SALE, TRANSFER, LEASE, OR OCCUPANCY OF UNITS: In view of the close proximity of the units, the mutual utilization and sharing of the common elements and common recreational facilities, and the need for financial responsibility of the unit owners, the sale, transfer, lease and occupancy of condominium units by any parties shall be subject to the following provisions:

17.7 TIME FRAMES, CERTIFICATES OF APPROVAL, CORPORATE ENTITIES, FEES, SECURITY DEPOSITS:

(a) SALE: If the proposed transaction is a sale, then within thirty (30) days after receipt of an application fee and completed application seeking approval of the sale, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be in writing. If so requested by the transferee, approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(b) LEASE: If the proposed transaction is a lease, then within thirty (30) days after receipt of an application fee and completed application seeking approval of the proposed tenant, the Association must either approve or disapprove the proposed transaction in writing.

(c) OTHER REQUIRED APPROVALS. Within thirty (30) days after receipt of an application fee and completed application seeking approval of a resident for whom approval is required, the Association must either approve or disapprove the proposed resident in writing.

(d) SECURITY DEPOSIT. A security deposit of one month's rent may be is required before the approval of any lease. The deposited funds shall be held in escrow by the Association ~~for possible damage to the common elements of the Association.~~ Upon written notice that the unit has been vacated by the tenant-resident, the funds shall be released minus any costs incurred by the Association to repair damages to condominium property caused by the tenant-resident, or tenant's-resident's guests or resident's invitees.

(e) APPROVAL OF CORPORATE OWNER OR PURCHASER. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a condominium unit for such use, if the condominium unit owner, purchaser, or lessee of a condominium unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons who occupy the condominium unit be approved by the Association.

(f) SCREENING TRANSFER FEES: The Association will require the payment of a transfer fee simultaneously with the submission of an application required hereunder, which fee may not exceed the maximum permitted under the Condominium Act. No fee may be collected in connection with an application to renew or extend a previously approved lease. The Association may require the payment of a reasonable screening fee which shall be used to defray the costs associated with screening proposed owners, transferees and residents. The screening fee shall be \$100 or such other amount approved by the Board of Directors as long as the fee does not exceed the amount allowed by the Condominium Act.

BYLAWS

2. MEMBER'S MEETINGS:

2.1 ANNUAL MEMBER'S MEETING: The annual member's meeting after the first such meeting, shall be held at the clubhouse of the Association at a time and date to be determined by the Board of Directors on the second Thursday in January of each year, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

Witness Signature

Deborah K Miller

Printed Name

Witness Signature

Michael W. Miller

Printed Name

Witness Signature

Deborah K Miller

Printed Name of Witness

Witness Signature

Michael W. Miller

Printed Name of Witness

Oak Forest Villas Condominium Association, Inc.

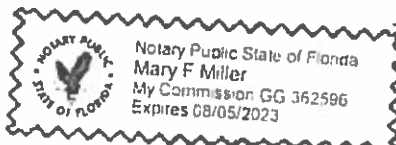
By: Linda Bardach, President

Attest: Sharon Morgan Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

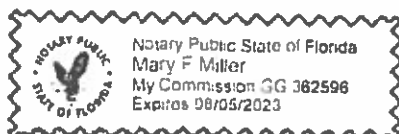
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of May, 2020, by Linda Bardach, as President of Oak Forest Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation. The undersigned person is personally known to me or has produced as identification. If no type of identification is indicated, the above-named person is personally known to me.

STATE OF FLORIDA
COUNTY OF SARASOTA



Notary Public

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of May, 2020, by Sharon Morgan as Secretary of Oak Forest Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation. The undersigned person is personally known to me or has produced identification. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public

AMENDED AND RESTATED BYLAWS
OF
OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation Not For Profit
2014

1. IDENTITY: These are the Bylaws of OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter referred to as the "Condominium Act".

1.1 OFFICE: The office of the Association shall be at a location in Sarasota, Florida, as determined from time to time by the Board of Directors and published in the minutes of the Association.

1.2 FISCAL YEAR: The fiscal year of the Association shall be the calendar year unless otherwise designated by the Board of Directors.

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. MEMBER'S MEETINGS:

2.1 ANNUAL MEMBER'S MEETING: The annual member's meeting after the first such meeting, shall be held at the clubhouse of the Association at a time to be determined by the Board of Directors on the second Thursday in January of each year, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 SPECIAL MEMBERS' MEETINGS: Special members' meetings shall be held whenever called by such Directors or upon receipt of a written request from members entitled to cast 10% of the votes of the entire membership.

2.3 NOTICE: Notice of all members' meetings stating the time, place and object for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed, electronically transmitted, or delivered, not less than fourteen (14) nor more than forty-five (45) days prior to the date of Special Members' Meetings, nor less than sixty (60) prior to the date of Annual Members' Meetings. Proof of such mailing shall be given by the affidavit of the person giving notice. Notice of meeting shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meetings for the member's attention.

2.4 QUORUM: A quorum at member's meetings shall consist of persons entitled to cast a majority of votes of the entire membership. The acts approved by a majority of the votes present at a meeting in which a quorum is present shall constitute the acts of the members, except [as otherwise provided] by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

2.5 VOTING:

(a) In any meeting of members, the owners of condominium units shall be entitled to cast one (1) vote for each condominium unit owned.

(b) If a condominium unit is owned by one (1) person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one (1) person, or is under lease, the person entitled to cast a vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the Condominium shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any purpose.

2.6 PROXIES: Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and 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 unit owner executing the same.

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

2.8 ORDER OF BUSINESS: The order of business at annual member's meetings, and as far as practical at other member's meetings, shall be:

- (a) Calling 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) Appointment of inspectors of elections;
- (g) Election of Directors
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

3. DIRECTORS:

3.1 MEMBERSHIP: All members of the Board of Directors elected by the Unit Owners or appointed by the Board as prescribed in Section 3.17 shall be members of the

Association. Co-owners of a unit may not serve as members of the Board of Directors at the same time unless they own more than one unit or there are unfilled vacancies. A person who has been suspended or removed from the Board by the Division of Condominiums, or who is delinquent in the payment of any monetary obligation due to the Association, is not eligible for Board membership. A person who has been convicted of any felony is not eligible for Board membership unless such felon's civil rights have been restored for a period of no less than 5 years as of the date on which such person seeks election to the Board. A director or officer more than 90 days delinquent in the payment of any fee, fine, regular or special assessments shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.

3.2 ELECTION OF DIRECTORS: Election of Directors shall be conducted in the following manner:

The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner desiring to be a candidate for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election. Not less than 30 days before the election, 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 a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the cost of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement, however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in Fla. Stat. s. 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with Fla. Stat. s. 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run than vacancies exist on the Board. If no person is interested in or demonstrates an intention to run for the position of a Board member whose term has expired, such Board member whose term has expired shall be automatically reappointed to the Board of Directors and need not stand for reelection.

3.3 TERM: The term of each Director's service shall be two years, staggered, and shall extend until that Director's successor is duly elected and qualified, unless removed by

concurrence of a majority vote of all condominium owners at a special meeting called for that purpose or by an agreement in writing by a majority of condominium owners.

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

3.5 REGULAR MEETINGS: Meetings of the Board of Directors or any committee thereof at which a quorum of the members of that committee is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously to the condominium 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 person providing the notice and filed among the official records of the Association. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property or Association property upon which notices can be posted. Notice of any meetings in which regular or special 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, estimated cost, and description of the purposes for any such assessments.

3.6 SPECIAL MEETINGS: Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days 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.

3.7 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.

3.8 QUORUM: A quorum at Director's 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 unless a greater percentage is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

3.9 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. No further notice need be given of an adjourned meeting.

- 3.10 JOINDER IN MEETING BY APPROVAL OF MINUTES: The joinder of Directors in the action of a meeting by signing and concurring in the minutes of the meeting shall not constitute the presence of such Director for the purpose of determining a quorum.
- 3.11 PRESIDING OFFICER: The presiding officer of Director's meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of the Vice President, the Directors present shall designate one of their number to preside.
- 3.12 ORDER OF BUSINESS: The order of business at Director's meetings shall be:
- (a) Calling of roll;
 - (b) Proof of due notice of meeting;
 - (c) Reading and disposal of any unapproved minutes;
 - (d) Reports of Officers and committees;
 - (e) Election of Officers;
 - (f) Unfinished business;
 - (g) New business;
 - (h) Adjournment.
- 3.13 DIRECTOR'S FEES: Director's fees, if any, shall be determined by such members of the Association, and approval of any such fees shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association.
- 3.14 MINUTES AND OTHER OFFICIAL RECORDS: Minutes of all meetings of Directors and of Members shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times. Copies of Minutes and all other Official Records (detailed in FS 718.111(12)) must be kept for at least seven years. All official records will be kept in the Clubhouse or in the offices of the Property Manager. Social Security numbers, driver's license numbers, credit card numbers, and other personal identifying information shall not be accessible to unit owners. At least five (5) copies of the Declaration, Articles of Incorporation, Bylaws, and Rules, and all amendments to each of the foregoing, as well as the Question and Answer sheet provided for in Fla. Stat. s. 718.504 and year-end Financial Statements shall be kept on the condominium property to ensure their availability to unit owners and prospective purchasers.
- 3.15 OPEN MEETINGS: Except in emergency situations, meetings of the Board of Directors shall be open to all members and notice of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance for the attention of the members.
- 3.16 VACANCIES: Any vacancies on the Board shall be filled by the remaining Directors and the Director so appointed shall serve until the end of the term of the Director being replaced.
- 3.17 NUMBER OF DIRECTORS: The number of members of the Board of Directors shall be five (5), to be elected by the members.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS: All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Condominium Act and the Declaration of Condominium, to wit:

- (a) To enter into a long-term management contract, providing for the management of condominium property;
- (b) To enter into contracts for the purpose of making available to the owners of condominium units such services as, but not limited to maintenance and security services.

5. OFFICERS:

5.1 EXECUTIVE OFFICERS: The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine. Any person may hold two (2) or more offices except that the same person shall not hold the office of President and Vice President, nor shall the President or a Vice President also be Secretary or an Assistant Secretary. Any Officer may be removed peremptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting. A vacancy in any office shall be filled by the body having the right to originally elect the Officer to the office so vacated.

5.2 PRESIDENT: The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 SECRETARY: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

5.4 TREASURER: The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other

duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.5 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 a designee of the Developer shall receive any compensation for his 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 shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with 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 and such Officer or Director.

6. FISCAL MANAGEMENT: The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 ACCOUNTS: An account shall be maintained for the Condominium administered by the Association. Receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) CURRENT EXPENSES, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

(b) RESERVE FOR DEFERRED MAINTENANCE, which shall include funds for maintenance items that occur less frequently than annually.

(c) RESERVE FOR CAPITAL EXPENDITURES: In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other items for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula, which is based upon estimated life and estimated replacement cost of deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any extension of the useful life of a reserve item caused by deferred maintenance. This paragraph shall not apply to any budget in which the members of an association have, by a vote of the majority of the members present at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection.

(d) BETTERMENTS, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(e) OPERATIONS, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

6.2 FINANCIAL REPORT: Within sixty (60) days following the end of the calendar year, the Board of Directors of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. Said report shall reflect the amounts of receipts by accounts and expense classifications including, if applicable, but not limited to the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for Recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves, and depreciation reserves.

6.3 BUDGET:

a. ADOPTION BY BOARD OF DIRECTORS: The Board of Directors shall adopt a budget for the Condominium administered by the Association for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for reserves for the Condominium.

b. COPY OF BUDGET: A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

c. SPECIAL MEMBERSHIP MEETING: If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact a revision of the budget.

d. REVISION OF BUDGET: The revision of the budget adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five percent (75%) of all unit owners.

6.4 ASSESSMENTS: Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the Assessments are made. 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 monthly 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.

6.5 NOTICE OF MEETINGS: Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all such meetings shall be posted conspicuously on the condominium property, not less than forty-eight (48) hours in advance, provided, however, that no such notice shall be required in the event of an emergency meeting. Notice of any meeting at which 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.

6.6 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT: If a condominium unit owner shall be in default in the payment of any installment of an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the condominium unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the condominium unit owner or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.7 DEPOSITORY: 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 accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.8 FIDELITY BONDS: Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

6.9 AUDIT: An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board.

6.10 CONTRACTS: The Association shall obtain competitive bids for any contract that exceeds 5 percent of the total annual budget including reserves. Contracts for an attorney, accountant, architect, community association manager or engineer are exempt from this limit.

7. PARLIAMENTARY RULES: Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

8. AMENDMENTS: A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not less than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting, considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Board of Directors and by not less than fifty-one percent (51%) of the votes of the members; and
- (b) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Sarasota County, Florida.

8.1 PROVISO: Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with the Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium.

8.2 EXECUTION AND RECORDING: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration of Condominium and Bylaws, which certificate shall be executed by the Officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly recorded as an amendment to Declaration of Condominium in the Public Records of Sarasota County, Florida.

8.3 RESTATEMENT: At any time, by 2/3 vote of the Board of Directors, these Bylaws may be rerecorded to include all previously recorded amendments and all approved but not yet recorded amendments into a single document for the convenience of the owners and the public at large.

OAK FOREST CONDOMINIUM ASSOCIATION, INC.

Joan Blanchard

Joan Blanchard, Its President

Date: 3/3/14

Suzanne Bseirani

Suzanne Bseirani, Its Secretary

Date: 3/3/14