

Prepared by:
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**AMENDED AND RESTATED BYLAWS FOR
CHIMNEY LAKES OFFICE CENTER OWNERS' ASSOCIATION, INC.**

THIS AMENDMENT to the Bylaws for Chimney Lakes Office Center Owners Association, Inc. is made effective by the Chimney Lakes Office Center Owners Association, Inc., a Florida corporation not for profit, ("Association").

WITNESSETH

WHEREAS, on or about July 1, 2002, CLOC, Inc., a Florida corporation (the "Developer"), caused to be recorded that certain Chimney Lakes Office Center Declaration of Covenants, Restrictions and Easements, recorded at Official Records Book 10552, Page 1664, *et seq.*, of the Official Records of Duval County, Florida, hereinafter referred to as the "Declaration" which encumbers the property described in Exhibit "A" thereto;

WHEREAS, it is the desire of the Association to amend the terms of its Bylaws;

WHEREAS, pursuant to Section 6.6 of the Association's Bylaws, the Bylaws may be amended by the affirmative vote of at least a majority of the Board of Directors;

WHEREAS, the affirmative vote of at least a majority of the Board of Directors of the Association was obtained at a vote at a meeting of the Board of Directors which obtained quorum and conducted for that purpose held on November 22, 2025 and,

NOW THEREFORE, The Association hereby amends its Bylaws as follows:

The text of the Amended and Restated Bylaws for Chimney Lakes Office Center Owners' Association, Inc., is on the following pages.

IN WITNESS WHEREOF, the Association has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

CHIMNEY LAKES OFFICE CENTER
OWNERS' ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

Dawn Blomgren
(Witness Print name Dawn Blomgren)
Address: 11555 Central Parkway # 404
Jacksonville FL 32224

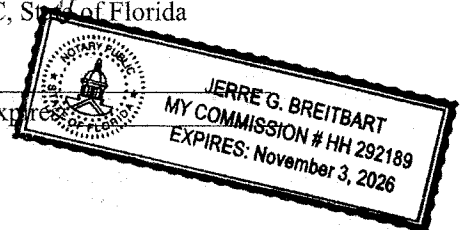
Frank Meininger
By: Frank Meininger
Its: President

Suzanne Miles
(Witness Print name Suzanne Miles)
Address: 3823 1st Street S.
Jax Beach, FL 32250

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me [x] by physical presence or [] by online notarization, this 10th day of March 2026, by Frank Meininger, as President for the Chimney Lakes Office Center Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or provided () _____ as identification, and who did take an oath.

Jerre Breitbart
(Print Name Jerre Breitbart)
NOTARY PUBLIC, State of Florida
At Large.
Commission No. _____
My Commission Expires _____



AMENDED AND RESTATED BYLAWS OF
CHIMNEY LAKES OFFICE CENTER OWNERS' ASSOCIATION, INC.

ARTICLE I NAME, PRINCIPAL OFFICE, & DEFINITIONS

1.1 Name. The name of the Corporation is Chimney Lakes Office Center Owners' Association, Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be located in Duval County, Florida. The Association may have such other offices, either within or without the State of Florida, as the Board of Directors may designate or as the business of the Association may require from time to time.

1.3 Definitions. The words used in these By-laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Chimney Lakes Office Center, as recorded, as it may be amended (the "Declaration"), unless the context indicates otherwise.

ARTICLE II ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING,
& PROXIES

2.1 Membership. The association shall one class of membership, Class "A" as set forth in the Declaration, the terms of which pertaining to membership are incorporated by this reference.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Properties or as convenient as is possible and practical.

2.3 Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meeting shall be set by the Board so as to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the president to call a special meeting if so directed by resolution of the Board or upon a petition signed by Members holding at least 25% of the total Class "A" votes in the Association.

2.5 Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the person or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at the address for such member appearing on the records of the Association, with postage prepaid.

2.6 Waiver of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member or the Member's proxy shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member or proxy specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection of the basis of lack of proper notice is raised before the business is put to vote.

2.7 Adjournment of Meetings. If any Association meeting cannot be held because a quorum is not present, Members or their proxies holding a majority of the votes represented at such meeting may adjourn the meeting at a time not less than 5 nor more than 30 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The members represented at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting right provisions are specifically incorporated by this reference.

2.9 Proxies. At all meetings of the Members, each Member may vote in person (if a corporation, partnership, or trust, through any officer, director, partner, or trustee authorized to act on behalf of the Member). Or by proxy, subject to the limitations of Florida law. All proxies shall be in writing specifying the Unit(s) for which it is given, signed by the Member or its duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to any meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Unit for which it was given, or upon receipt of notice by the Secretary of the date or judicially declared incompetence of a Member who is a natural person, or of written revocation, or 11 months from the date of the proxy, unless a shorter period is specified in the proxy.

2.10 Majority. As used in these By-Laws, the term "majority" shall mean those Votes, Owner, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

2.11 Quorum. Except as otherwise provided in these By-Laws or in the declaration, the presence, in person or by proxy, of Members holding at least 25% of the total Class "A" votes in the Association shall constitute a quorum at all meetings of the Association.

2.12 Conduct of Meetings The President shall preside over all meeting of the Association, and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if written consent specifically authorizing the proposed action is signed by all Members entitled to vote thereon. Such consent shall be filed with the minutes of the Association, and shall have the same force and effect as a vote of the Members at a meeting. Within 10 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE III BOARD OF DIRECTORS: NUMBERS, POWERS, & MEETINGS

A. Composition and Selection.

3.1 Governing Body: Composition.

The affairs of the Association shall by governed by a Board of Directors, each of whom shall have one equal vote. The directors shall be Members or occupants; provided, no Owner or occupant representing the same Unit may serve on the Board at the same time. An "Occupant" shall be any natural person 18 years of age or older whose principal place of business is a Unit within the Properties. In the case of a Member which is not a natural person, any officer, director, partner, employee, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time. The initial Board shall consist of those directors identified in the Articles of Incorporation.

3.2 Number of Directors The Board shall consist of not less than three directors, as provided in section 3.5 below.

3.3 Directors During Class "B" Control Period. This section has been deleted.

3.4 Nomination and Election of Directors. This section has been deleted.

3.5 Election and Term of Office. At the annual meeting of the members, the Class "A" Members shall elect the number of Directors as determined by the Board of Directors at a meeting held at least 15 days in advance of the annual meeting. At the annual meeting, all directors shall be elected for two-year terms. The Directors elected by the Class "A" Members shall hold office until their representative successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by Class "A" Members holding 67% of the votes in the Association. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three or more consecutive unexcused absences from the Board meetings, or who is more than 30 days delinquent (or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of a director elected by the Class "A" Members, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members shall elect a successor for the remainder of the term.

B. Meetings.

3.7 Organizational Meetings. The first meeting of Board following each annual meeting of the membership shall be held within 10 days thereafter at such time and place as the Board shall fix.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter. Notice of the time and place of a regular meeting shall be communicated to directors not less than four days prior to the meeting; provided, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or Vice President or by any two directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly

to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) facsimile; (e) electronic mail; (f) telegram, charges prepaid. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four business days before the time set for the meeting. Notices given by personal delivery, telephone, facsimile, electronic mail, or telegraph shall be delivered, telephoned, faxed, e-mailed, or given to the telegraphed company at least 72 hours before the time set for the meeting.

3.10 Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) quorum is present, and (b) either before or after the meeting of each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than 5 nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of Board meetings recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Notice to Owners: Open Meetings. Subject to the provisions of Section 3.16 all meetings of the Board shall be open to all Members; but members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session, and may exclude Members, to discuss matters of a sensitive nature, such as pending litigation or threatened litigation, personal matters, etc.

3.16 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties

3.17 Powers The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these By-Laws, the Articles, and as provided by law. The Board may do or cause to be done all acts and things as are not directed by Governing Documents or Florida Law to be done and exercised exclusively by the membership generally.

3.18 Duties

The duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve fund may be deposited, in the Director's business judgment, in depositories

other than banks;

- (f) opening of bank accounts on behalf of the Association and designating the signatures required.;
- (g) making or contracting for the making of repairs, additions, improvements, or alterations to the Common Area in accordance with the Declaration and these By-Laws;
- (h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's enforcement Obligations shall be limited in the manner set forth in the Declaration;
- (i) obtaining and carrying hazard property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (j) paying the cost of all services rendered to the Association;
- (k) Keeping books with detailed accounts of the receipts and expenditures of the Association;
- (l) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other Books, records, and financial statements of the Association, as provided in Section 6.4;
- (m) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation;
- (n) indemnifying a current or former director, officer, or committee member of the Association to the extent such indemnity is required under Florida law, the Articles Of Incorporation, or the Declaration.

3.18 Management. The Board of Directors may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policymaking authority. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

The Board may delegate to one of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent of manager, if any, which might arise between meetings of the Board.

3.19 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

- (a) accounting and controls should conform to generally accepted accounting principles;
- (b) cash accounts of the Association shall not be commingled with any other accounts;
- (c) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association;
- (d) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;
- (e) an annual report consisting of at least the following be made available to all Members within 120 days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such annual report may be prepared, in the exercise of the Board's business judgement, on an audited, reviewed, or compiled basis, as the Board determines by an independent public accountant; provided, upon written request of any holder, guarantor, or insurer of any first Mortgage on a Unit, the Association shall provide an audited financial statement.

3.20 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided; the Board shall obtain Member approval in the same manner as provided for Special Assessments in Section 7.4 of the Declaration.

3.21 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or neighborhood and other owner's or residents' associations, within and outside the Properties; provided, any common management agreement shall require the consent of a majority of the total number of directors of the Association.

3.22 Enforcement. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend the Owner's right to vote for violation of any duty imposed under the Governing Documents. In addition, the Board may suspend and services provided by the Association to an Owner or the Owner's Unity if the Owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that an occupant, tenant, employee, guest, or invitee of a Unit violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided, if the fine is not paid by the occupant within the time period set by the Board, the fine shall be assessed against the Unit and the Owner thereof upon notice from the Association. The failure of the Board to enforce any provisions of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter.

- (a) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request for a hearing to the Board; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing is requested within 10 days of the notice. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed; provided the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.
- (b) Hearing. If a hearing is requested within the allotted 10 day period, the hearing shall be held before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.
- (c) Additional Enforcement Rights. Notwithstanding anything to the contrary in this and may elect to enforce any provision of the Governing Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Unit for purposed of exercising this power of self-help shall not be deemed as trespass.

ARTICLE IV OFFICERS

4.1 Titles. The Officers of the Association shall be a President, a Vice President, a Secretary, and Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. All Officers must be members of the Board.

4.2 Election. The Officers of the Association shall be elected by the Board at an organization meeting of the Board, which shall be held immediately following the annual meeting of the Members, or at such other time as determined by the Board of Directors. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

4.3 Vacancy. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

4.4 Term. All Officers shall hold office for terms of one (1) year.

4.5 Duties. The Duties of the Officers shall be as follows:

- (a) The President shall preside at all meetings of the Board, set the Agenda of the meeting of the Board of Directors, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.
- (b) The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.
- (c) The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.
- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

4.6 With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

4.7 Compensation. Compensation of Officers shall be subject to the same limitations as compensation of directors under Section 3.13.

ARTICLE V COMMITTEES

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

ARTICLE VI MISCELLANEOUS

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (the then current edition) shall govern the conduct of the Association proceedings when not in conflict with Florida law or the Governing Documents.

6.3 Conflicts. If there are conflicts between the provisions of Florida Law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-laws (in that order) shall prevail.

6.4 Books and Records.

- (a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Unit: the Declaration, By-laws, and Articles of Incorporation, any amendments to the foregoing, the rules of the Association, the membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate.
- (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
 - (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when such an inspection may be made; and
 - (iii) payment of the cost of reproducing copies of documents requested.
- (c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

6.5 Notices. Except as otherwise provided in the Declaration or these By-laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered

personally or if sent by United States mail, first class postage prepaid;

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or
- (b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

6.6 Amendment. These By-Laws may be amended by the Board of Directors; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing.

Amendments to these By-Laws shall become effective upon recordation, unless a later effective date is specified herein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.