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AMENDMENT TO AND RESTATEMENT
OF THE BYLAWS FOR
OAKRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.
A Corporation Not for Profit
Under the Laws of the State of Florida

THIS AMENDMENT TO AND RESTATEMENT OF THE BYLAWS FOR OAKRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC. ("Amendment") is made this 11 day of FEBRUARY, 2019, by OAKRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC., a Florida Not for Profit Corporation.

WHEREAS, it is the desire of the Association to amend certain sections of the Bylaws as set forth herein and to restate the full amended sections in a single document;

WHEREAS, Article XIV of the Bylaws for the Association provide that the Bylaws may be amended by the approval of at least the majority of the Board of Directors of the Association.

WHEREAS, a meeting of the Board of Directors of the Association was held on FEBRUARY 11, 2019, whereby approval of at least the majority of the Board of Directors of the Association was obtained.

NOW THEREFORE, OAKRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC. hereby Amends and Restates the Bylaws as follows:

(Substantial rewording. See governing documents for current text.)

(The text of the Amended and Restated Bylaws are on the following pages)

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**AMENDED AND RESTATED BYLAWS
OF
OAKRIDGE LANDING PROPERTY OWNERS ASSOCIATION, INC.**

I. DEFINITIONS.

All terms contained herein, which are defined in the Declaration of Covenants and Restrictions for Oakridge Landing Property Owners Association, Inc., as recorded in Official Records Book 3762, Page 972, of the Current Public Records of St. Johns County, Florida on July 17, 2013 (hereinafter referred to as the "Declaration"), and in the Articles of Incorporation of the Association, as filed with the Florida Secretary of State, Division of Corporations, Tallahassee, Florida on July 12, 2012 (hereinafter referred to as the "Articles of Incorporation"), shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation. These Amended and Restated Bylaws of Oakridge Landing Property Owners Association, Inc. shall hereinafter be referred to as the "Bylaws".

II. LOCATION OF PRINCIPAL OFFICE AND REGISTERED AGENT.

The principal office of the Oakridge Landing Property Owners Association, Inc. (hereinafter referred to as the "Association") shall be at 1106 U.S. Highway A1A North, Suite #201-A, Ponte Vedra Beach, Florida 32082, or at such other place as may be established by the Board of Directors of the Association from time to time. The Registered Agent for the Association is Bradley Pomp, President, Sentry Management, Inc., 2180 West State Road 434, Suite 5000, Longwood, Florida 32779. Both the principal office and the registered agent may be changed from time to as provided by law.

III. ASSOCIATION PURPOSES AND POWERS.

The Association does not contemplate pecuniary gain or profit to its members. It is formed to promote the health, safety, and general welfare of the residents within all or any portion of that tract of land located in St. Johns County, Florida, which is described in and made subject to the provisions of the Declaration, as amended from time to time and any additions to such lands as hereafter may be brought within the Association's jurisdiction in the manner provided in the Declaration. Without limitation, this Association is empowered to:

A. Exercise all rights, powers, and privileges, and perform all duties of the Association from time to time set forth in the Declaration, including the right to enforce all provisions of the Declaration pertaining to the Association in its own name, including without limitation, enforcement of the provisions relating to the operation and maintenance of the Surface Water or Stormwater Management System.

B. Own, hold, improve, operate, maintain, sell, lease, transfer, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with the Association's affairs.

C. Adopt budgets and levy, collect, and enforce by any lawful procedure all charges, costs or assessments established by, or pursuant to, the Declaration, including adequate assessment of fees for the costs of operating and maintaining the Property and the Surface Water or Stormwater Management System and assessments for services or materials for the benefit of Owners or the Property for which the Association has contracted with third party providers.

D. Use the proceeds collected from assessments, costs and charges to pay all costs, expenses, and obligations lawfully incurred in connection with the Association's affairs, including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Association's property.

E. Provide general grounds maintenance to maintain, manage, repair, replace, clean, clear, trim, remove weeds & debris, and to operate and manage all of the Common Areas and Common Maintenance Areas, including but not limited to portions of the streets, curbs and sidewalks, and street rights-of-way. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System and all associated facilities in a manner consistent with the requirements of the permits and rules issued by the St. Johns Water Management District applicable to the Property and shall assist in the enforcement of the provisions of the Declaration that relate to maintenance of the Surface Water or Stormwater Management System.

F. Reconstruct improvements after casualty and construct further improvements to the Common Areas.

G. Borrow money and, with the approval of a majority of the members, mortgage, pledge, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

H. Participate in mergers or consolidations with other nonprofit corporations organized for similar purposes with approval of a majority of members.

I. From time to time, adopt, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots and Common Areas, and enforce any and all covenants and agreements contained in the Declaration consistent with the rights and duties established by the Declaration.

J. Contract with others for performance of the Association's management and maintenance responsibilities under the Declaration and for the furnishing of services or materials for the benefit of the Owners or the Property consistent with the provisions of the Declaration, including, without limitation, contracting for utility, telecommunications, internet, and security services.

K. Have and exercise all rights, powers, and privileges that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, as may be amended from time to time, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration, the Articles of Incorporation, or reasonably necessary, convenient, or desirable to exercise any right, power, or privilege so granted.

IV. MEMBERSHIP AND VOTING RIGHTS.

A. Every person or entity who from time to time holds the record fee simple title, or any undivided fee simple interest of record, to any Lot within the Property is a member of this Association (the "Members") as provided in the Articles of Incorporation of the Association, provided that any such person or entity who holds such interest in a Lot within the Property only as security for the performance of an obligation shall not be a Member. An Owner of more than one Lot is entitled to membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot. Membership may not be transferred except by transfer of record title to such Lot.

B. Members shall have voting rights as set forth in Article VI of the Articles of Incorporation and shall have one vote for each Lot owned, unless the member is 90 days or more delinquent in any monetary obligation owed the Association and the member's voting rights have been suspended. If more than one person owns a record fee simple interest in any Lot, all such persons are members, although there is only one vote for such Lot and no fractional votes are permitted. The vote may be exercised as the Owners determine among themselves and if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless the Association is notified otherwise in writing.

V. MEETINGS OF MEMBERS.

A. The Annual Meeting of the Association membership shall be held in the month of April each year, or at such other date, time and place as the Board of Directors determines. Business transacted at the Annual Meeting shall include the election of directors.

B. Special Meetings of the Members may be called at any time by the President of the Board of Directors, a majority of the Board of Directors, or upon the written request of the members in good standing with the Association who are entitled to cast one-sixth (1/6) of the votes of the membership.

C. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, and shall specify the place, day, and hour of the meeting and its purpose. Meetings may be held at such places as may be designated by the Board of Directors. Notice may be given to the Members either personally or by sending a copy of the notice through the mail, postage paid, to the member's address appearing on the books of the Association. Each Member shall be responsible for registering the address with the Association to which all official mail and other communication should be addressed.

The Association may rely upon the records maintained by the St. Johns County Property Appraiser rolls for the mailing addresses of the Members, unless a Member provides written notice of an alternative address for the delivery of mail. Members may also elect to receive notices by electronic mail, and each member shall be responsible for registering the email address with the Association, and for maintaining the current email address, and such Member is responsible for configuring any filtering software to allow for their receipt of electronic mail from the Association. Notice of the Annual Meeting of the Members shall be delivered at least forty-five (45) days in advance of the date set for the Annual Meeting. Notice of any other regular or special members meeting shall be mailed at least fourteen (14) days in advance. Notices shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided, notice shall be given or sent as therein provided. Mailing or delivery of notice to any co-owner is effective upon and for all co-owners of such Lot, unless any co-owner has requested in writing that the Association give notice to such individual co-owner and furnished the Association with the address or email address to which such notice shall be mailed.

D. Proof of Notice Affidavit signed by the person or persons actually giving notice of any meeting is conclusive as to the regularity of any notice with respect to any person absent actual knowledge of any defect in the notice. Notice of any meeting may be waived in writing at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special members meeting need be specified in any written waiver. A member's attendance at any meeting constitutes a waiver of all defects in the notice unless the member expressly objects at the beginning of the meeting to the transaction of any business because the meeting is not regularly called.

E. Quorum. The presence at the meeting of Members entitled to cast, or of valid proxies entitled to cast, one-tenth (1/10) of the total eligible votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Members whose voting rights have been suspended by the association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action. If such quorum is not present or represented at any members meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

F. Proxies. At all meetings of Members (except for director elections), each Member may vote in person or by proxy. All proxies shall be in writing, shall state the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy and filed with the Secretary. Members may be asked to complete and vote by proxy even though the Member is physically present at the meeting to provide documentation of member votes for selected transactions. Every proxy shall be revocable, shall automatically cease upon conveyance by the Member of title to the Member's Lot, and a proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of

ninety (90) days from the date of the meeting for which it was originally given, and all proxies shall be revocable at any time at the pleasure of the Member who executes same and may include powers of substitution. No person shall be permitted to vote more than three (3) eligible proxies at a meeting.

G. Secret Ballots. For elections of the Board of Directors, the Members who are eligible to vote shall cast their votes for the candidate(s) of their choice on a secret written ballot that each Member personally casts.

H. Eligible Voters. A list of the members who are eligible to cast a vote on matters to be voted on by members at any regular or special members meeting shall be kept on file at the Association's office and be available at the time and place of the meeting for inspection. Every act and decision done or made by a majority of the members present or represented by a proxy at a meeting duly called at which a quorum is present is the act of the membership, except where higher voting requirements are established by applicable provisions of the Articles of Incorporation or Declaration.

VI. ASSOCIATION RECORDS.

The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

A. Copies of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility or other property that the Association is obligated to maintain, repair, or replace.

B. A copy of the Declaration and a copy of each amendment thereto.

C. A copy of the Articles of Incorporation and a copy of each amendment thereto.

D. A copy of these Bylaws and of each amendment thereto.

E. A copy of the current Rules & Regulations of the Association.

F. The minutes of all meetings of the Board of Directors and the Members which must be maintained for at least seven (7) years.

G. A current Roster of all Members and their mailing addresses and Lot identification.

H. All of the Association's insurance policies which must be retained for at least seven (7) years.

I. A current copy of all contracts to which the Association is a party. Bids and proposals received by the Association for work to be performed must be kept for a period of one (1) year.

- J. The financial and accounting records of the Association, kept according to good accounting practices which must be maintained for a period of at least seven (7) years. The financial and accounting records must include: accurate, itemized, and detailed records of all receipts and expenditures.
- K. A current account and a periodic statement of the account for each member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- L. All tax returns, financial statements, and financial reports of the Association, and any other records that identify, measure, record, or communicate financial information.

All official records of the Association shall be made available for inspection or photocopying within 45 miles of the community or within the county in which the association is located by Members or their authorized agents at reasonable times within ten (10) business days after receipt of a written request specifying the records the Member wishes to access. Records may also be made available to Owners electronically via the internet or in electronic format on a computer screen or printed upon request at the association's office for charges permitted by law to cover administrative and reproduction costs. In lieu of printed copies of desired official records, Members or their authorized representatives may use a portable device, such as smartphone, scanner, or other technology to obtain copies of records at no charge.

VII. BOARD OF DIRECTORS.

A. The Association's Board of Directors has the power, authority and obligation to exercise for and on behalf of the Association all powers, duties, and privileges vested in, or delegated to, the Association and not reserved to its membership by any provision of these Bylaws, the Articles of Incorporation, or the Declaration. The Board of Directors consists of a minimum of three (3) Directors who are elected or appointed in accordance with these Bylaws. Each Director must be an Owner of Record and maintain their primary residence within the Association. Directors serve 2-year staggered terms. If the number of Director seats on the Board of Directors is to be expanded or reduced, the change must be approved by a majority of Members present and voting (or represented by proxy) at a duly noticed and convened Special Members Meeting at which a quorum has been established, and such meeting must be noticed and convened no less than sixty (60) days prior to the Association's next annual meeting and election.

B. Each Director must perform all duties as a Director in good faith, in a manner the Director believes is in the best interest of the Association and without prejudice of a personal agenda, and with such care as an ordinarily prudent person in a similar position would exercise under similar circumstances. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing that he or she has read the Association's Declaration, Articles of

Incorporation, Bylaws, and current written rules, regulations and policies (and all amendments thereto) and that he or she will work to uphold such documents and policies to the best of their ability, and that they will faithfully discharge their fiduciary responsibility to the Association and its members.

C. Directors serve without compensation; however, any Director may be reimbursed by the Board for actual expenses incurred in the performance of the Director's duties. No Association Officer or Director may solicit or accept any good or service of value for which the Officer or Director has not paid just consideration for his or her benefit or for the benefit of a member of their family from any person or entity providing or proposing to provide goods or services to the Association.

D. Board Vacancy. Any vacancy occurring on the Board because of the death, resignation, removal (recall), membership termination, or because the director is otherwise unable to serve, shall be filled by election by the membership or by appointment of a duly qualified successor by the Board as determined by a majority of the remaining members of the Board, even if less than a quorum, provided that the Director elected or appointed to fill the vacancy is an Owner of Record and who maintains their primary residence within the Association. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his/her predecessor in office. Any Director may be removed with or without cause at any members meeting called expressly for such purpose by a majority vote of the members entitled to vote for the election of Directors.

VIII. ELECTION OF DIRECTORS.

A. Notice. Initial Notice of the Annual Members Meeting and Election shall be given to the Members by mail to the address provided by each Member to the Association for receipt of official Association communication at least forty-five (45) days prior to the date established by the Board of Directors for the Annual Meeting and Election. The initial Notice shall contain the identification of the seats for which Board service terms will expire, and "Candidate Intent" forms and instructions for completion and submission by Members qualified and willing to be candidates for election to the Board of Directors. A second Notice of the Annual Members Meeting and Election shall be mailed to all Members not less than fourteen (14) days prior to the meeting and election containing the secret ballot and instructions for its completion and submission. The Ballots shall be opened and tallied at the meeting.

B. Secret Ballots. All elections to the Board shall be made on written secret ballots mailed to Members not less than fourteen (14) days prior to the date fixed for the Annual Meeting and Election. The ballots shall identify the names of the eligible candidates for which vacant or expiring terms for seats on the Board exist. If more than one qualified candidate exists for a specific Board seat, the candidate receiving a plurality of votes cast by members qualified to vote shall be elected; if only one qualified candidate exists for a specific Board seat, that candidate shall be automatically elected. The regular term of each Director so elected at each annual election shall be for two (2) years and shall expire at the second annual election following their election.

C. Any Director who is delinquent ninety (90) days or more in any monetary obligation due the Association and/or who has been suspended for failing to comply with provisions in the governing documents or the law shall be considered to have vacated their seat on the Board and the resulting vacancy shall be filled in the manner prescribed in this paragraph.

D. Board Terms. There shall be no cumulative voting permitted for any election. Members elected to the Board of Directors shall be deemed elected as of the date of the Annual Members Meeting and Election, and any incumbent Director who remains eligible and qualified to serve on the Board may stand for re-election and if elected, may serve another 2-year term.

IX. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. POWERS. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all Officers, Committee Members, Agents and Employees of the Association; and to prescribe their duties and fix their compensation.
3. To establish, levy and assess, and collect charges, and annual assessments and any special assessments necessary to operate the Association and carry on its activities, and to create and fund such reserves as may be deemed appropriate by the Board of Directors.
4. To collect charges, annual assessments and any special assessments on behalf of any other property owners' association entitled to establish, levy and collect assessments and charges from the Members of that association.
5. To appoint committees and define their duties and responsibilities, to adopt and publish Rules and Regulations from time to time governing the use of the Common Areas or any portion thereof, and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts with independent contractors, association employees, management agents, and other such parties for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
7. To cause the financial records of the Association to be assembled, compiled, reviewed or audited by an independent certified public accountant at such periodic intervals as the Board may determine or the law requires.
8. To fill vacancies on the Board of Directors pursuant to these Bylaws.
9. To enforce compliance with any restrictions or requirements set forth in the Declaration, the Articles of Incorporation, these Bylaws or published Rules and Regulations by a Member or his family members, tenants, guests, contractors, agents or invitees; to require any member to make restitution to the Association for any loss or costs resulting from any violation; and/or to impose and collect reasonable fines as for assessments

for covenant violations; and/or to suspend the voting rights and privileges of a Member or a Member's family members, tenants, guests or invitees, or both, to use the Common Areas.

10. To exercise for and on behalf of the Association all powers, duties and privileges vested in, or delegated to, the Association and not reserved to its membership by any provision of these Bylaws, the Articles of Incorporation, or the Declaration.

B. Duties. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs, including minutes of all meetings, to make such records available for inspection by any Member or his/her authorized representative, to present a statement thereof to the members at the annual meeting of the Members.
2. To supervise all Officers, Agents and Employees of the Association and to see that their duties are performed properly.
3. To issue, or authorize its managing agent to issue, upon demand by any Member, a certificate setting forth whether or not any assessment or other charge has been paid, giving evidence thereof for a reasonable charge made by the Association or by its authorized agent.
4. To designate depositories for association funds and to designate those officers, agents and/or employees who shall have authority to make deposits and withdraw funds from such accounts on behalf of the Association and to provide fidelity bonding for all persons who control the Association's funds.
5. To send written notice of each assessment to each Owner as provided in the Declaration.
6. To prepare the proposed annual budget and approve the annual budget, setting forth the frequency of assessment payments and the date or dates that assessments shall be due and any penalties to be applied for assessments that remain unpaid and provide annual budget and Owner assessment information to Owners at least thirty (30) days in advance of the initial due date.
7. To fix general assessments, special assessments, and any other charges, costs or fees at an amount sufficient to meet the financial obligations of the Association imposed by the Declaration or by law.
8. To foreclose a lien against any Lot for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
9. To cause the Common Property and the Surface Water or Stormwater Management System to be maintained in accordance with the Declaration and to assure that all obligations of the Association contained in permits assigned to the Association are maintained in accordance with their terms.
10. To procure and maintain adequate liability and hazard insurance on the Common Property as required by the Declaration, and such other policies

of insurance as the Board of Directors deems necessary or prudent or as may be required or permitted by the Declaration.

11. To exercise architectural review, or to designate a committee and set its functional duties, responsibilities and guidelines therefor, to review all architectural improvements requests and application materials, other than the Initial Developer-Installed Improvements, in the manner set forth in the Declaration and by law.
12. To prepare and maintain a roster of Owners and Lots and the assessments and charges applicable thereto.
13. To cause the Association's financial records and statements to be kept in accordance with generally accepted accounting standards, and to cause the Association's tax returns and annual financial report to be prepared, filed and made available to Members as required by law.

X. DIRECTORS MEETINGS.

A. Annual Directors' Organizational Meeting. The annual organizational meeting of the Board of Directors is typically convened in conjunction with and following the adjournment of the Annual Members Meeting and Election, but not more than ten (10) days after the Annual Members Meeting. The newly elected Directors shall meet for purposes of organization, the election of officers (President, Vice President, Secretary, Treasurer), and the transaction of other business that may be appropriate. All Officers shall hold office for a term of one (1) year and are elected by the Directors which, if necessary, is the only occasion when Directors may vote by secret ballot. Within 90 days after being elected or appointed to the Board, each Director shall certify in writing that he/she has read the Association's Declaration, Articles of Incorporation, Bylaws, and current written Rules, Regulations and Policies (and all amendments thereto) and that he/she will work to uphold such documents and policies to the best of their ability and that they will faithfully discharge their fiduciary duty to act in the best interest of the Association and its Members.

B. Regular Meetings. The Board of Directors shall conduct regular meetings for the transaction of Association business at such dates, times and places as determined by the Board but not less than four (4) meetings per year, provided, however, the annual directors' meeting may constitute a regular meeting. Notice of the date, time and place of any meeting shall be posted in a conspicuous place within the Property at least forty-eight (48) hours prior to the time of the meeting, unless the meeting is an emergency special meeting. In the alternative, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. As a further alternative, notice of Board meetings may be posted electronically via the Association's internet bulletin board or a schedule of Board meetings may be published electronically or in a newsletter or similar publication mailed to each Member. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered, the nature or purpose of such assessment is disclosed and appropriate advance notice pursuant to law is provided. A Director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or

convened, unless the Director objects to the transaction of business at the beginning of the meeting because the meeting is improperly called or convened.

C. Quorum. Except where any provision of the Declaration might expressly require action by a greater number of Directors, a majority of Directors constitutes a quorum for all purposes. Every act or decision done or made by a majority of the Directors present at a meeting duly called at which a quorum is present constitutes the act of the Board. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

D. Special Meetings. Special Board meetings shall be held when called by the President, or by any two (2) Directors, after not less than three (3) days' notice to each Director. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered, and such notice shall comply with provisions outlined in Section B of this Article for notice to Members.

E. "Closed" Board Meetings. Meetings between the Board of Directors and the Association's attorney where discussion of proposed or pending legal issues or strategy, or where the Board discusses personnel matters, are not open for Members to attend. Notice of such meetings must be provided at least forty-eight (48) hours in advance of the meeting, but must clearly indicate to Members that the meeting is "closed". The minutes of such meetings are also not subject to Member review unless and until the Association's attorney and/or Board release them from designation as "attorney-client" protected work product.

F. Open Meetings. All meetings of the Board (except "closed" meetings) shall be open to all Members to attend and observe the Board's deliberations and decisions regarding Association business issues, but Members generally are not permitted to participate in Board discussions or deliberations. However, Members have the right to speak at such meetings with reference to all specifically designated agenda items provided a Member indicates his/her desire to speak to a particular (specific) agenda item in advance of the time the meeting is convened. The Board may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak.

G. Telephonic Director Participation. Any regular or special meeting of the Board of Directors may be held by telephonic conference at which each Director participating telephonically or by similar electronic communications equipment can hear and be heard by all other Directors and by any Member in attendance.

XI. OFFICERS.

A. The Association's regular Officers are a President, Vice President, Secretary, and Treasurer. Officers are elected annually by their fellow Directors for a term of one (1) year following each Annual Members Meeting and Election. Any officer may be removed from office by a majority vote of the Board of Directors in its sole discretion. The removal (recall) of a

Director by the Members who is also an officer shall automatically act as a removal of that Director's position as an officer.

B. Any officer may resign at any time by giving notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date specified by the officer or upon receipt and acknowledgment or acceptance of the resignation shall not be necessary to make it effective. A vacancy in an office may be filled by the Board in a secret ballot officer election or by appointment by a majority vote of the Board.

C. Any two (2) offices may be held by the same person, except the offices of President and Secretary. The Board of Directors may appoint such other officers, including Assistant Secretary or Assistant Treasurer, as it deems advisable or necessary, each of which shall hold such office for such period, have such authority, and perform such duties and responsibilities as the Board from time to time determines.

XII. OFFICER DUTIES.

A. President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are 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 to assist in the conduct of the affairs of the Association, shall preside at all meetings of the Board and Membership, may call meetings of the Board and membership, and if the Board so requires (or identifies a designee), shall sign notes, leases, deeds, checks, and other written instruments.

B. Vice President. The Vice President, in the absence or disability of the President, shall exercise the powers and duties of the President. The Vice President shall assist the President generally, and exercise other powers and duties as prescribed by the Board of Directors.

C. Secretary. The Secretary (or his/her designee) shall keep the minutes of all proceedings and meetings of the Members and the Board, shall give and serve notice to Members and the Directors of meetings and other notices required by law, and shall keep the records of the Association. The Secretary shall perform all other duties and responsibilities as may be required by the Directors or the President. The duties of the Secretary may be fulfilled by a managing agent engaged by the Association.

D. Treasurer. The Treasurer, or the designated managing agent, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as needed in the ordinary course of business conducted within the limits of a budget adopted by the Board or as the Board approves as special expenditures. The Treasurer, or designated managing agent, shall keep proper books of accounts and cause to be prepared at the completion of each fiscal year sufficient financial records, statements and information for a certified public accountant of the Board's choice to prepare and file the Association's tax return and produce the year-end financial report to Members required by law. The Treasurer need not be a signatory on

checks and notes of the Association. The Treasurer and managing agent shall prepare, in advance of each fiscal year, an annual budget draft containing itemized budget income, expense and reserve line items with a determination of the annual assessment required of Members, to be submitted to the Board for adoption.

E. Managing Agent. 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 management agent, provided, however, such managing agent shall at all times be subject to supervision and control of the Board of Directors.

XIII. COMMITTEES.

A. Architectural Review Board. The Board shall appoint a minimum of three (3) Members to serve as the Association's Architectural Review Board ("ARB"). The ARB shall have the duties, functions and authority as described in the Declaration and promulgated by the Board. The authority of the ARB to review and approve plans and specifications for the location, size, type, or appearance of any structure or other improvement on a parcel, or to enforce standards for the external appearance of any structure or improvement located on a parcel, shall be permitted only to the extent that the authority is specifically stated or reasonably inferred as to such location, size, type, or appearance in the Declaration or other published guidelines and standards authorized by the Declaration and approved by the Board. Meetings of the ARB shall be open to all Members and notice of the date, time and place of each ARB meeting shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting. A majority of committee members shall constitute a quorum necessary to conduct ARB business and appropriate minutes of each meeting, including but not limited to, a record of the acts and decisions of the committee on any improvement request and application, shall be kept and become part of the Association's official records. The ARB shall report to and be under the supervision of the Board of Directors, and any committee members may be removed, with or without cause by a majority vote of the Board. In a situation where there are insufficient qualified Members willing to serve on the ARB or the ARB is not available to perform its functions properly, the Board may operate as the ARB, but such functions must be performed separately from the business obligations of the Board of Directors.

B. Other Committees. The Board from time to time, or the President, may form and dissolve such other committees as deemed necessary or appropriate to assist or advise the Board in managing the Association's affairs. Such committees shall have their duties and responsibilities defined and shall act only as advisors and shall have no power or authority, nor shall any committee member have any power or authority, to act on behalf of the Board of Directors or the Association. These committees shall report to and be under the supervision of the Board of Directors, and any committee members may be removed, with or without cause by a majority vote of the Board.

XIV. FISCAL MANAGEMENT.

A. The Fiscal Year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year.

B. Depositories. The funds of the Association shall be deposited in such accounts at depositories selected by the Board of Directors, including without limitation checking and savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills, and money market accounts to FDIC-insured limits and the Association's funds shall only be used for lawful purposes.

C. Reserves. The Association shall establish and fund reserve accounts for the periodic maintenance, repair and replacement of elements of the Common Property and the Surface Water or Stormwater Management System.

D. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated revenues and expenses required to defray the Association's routine operating expenses and the sum of funds to be contributed to its reserve fund accounts. The Association shall provide each member with a copy of the annual budget at no charge to the member.

E. Assessments. As more fully described in the Declaration, each Member is obligated to pay to the Association certain assessments and other charges which are secured by a continuing lien upon the property against which the assessments are made. Any assessment, any installment payments thereon, or any costs, charges, fines or other monetary obligations owed by a Member which are not paid when due shall be delinquent. The assessment or installment payment not paid shall bear interest from the date of delinquency at an interest rate equal to the highest rate allowed by law, or as otherwise determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or it may foreclose the lien against the Lot along with accrued interest charges, collection costs, and reasonable attorney's fees, or it may pursue other remedies available to the Association by law. No Owner may waive or otherwise escape liability for the assessments and other charges provided herein or in the Declaration by non-use of the Common Property or abandonment of his Lot. Assessments, installments thereon, or any other monetary obligation owed the Association by an Owner not paid when due and which are delinquent for a period prescribed by law shall result in the suspension of the Member's voting and Common Area use privileges until the Member's account is brought current.

XV. COVENANTS AND RULES VIOLATIONS.

A. Enforcement. In addition to the rights of the Association set forth in the Declaration, for violation of any duty or obligation imposed under the Declaration, these Bylaws or the Rules and Regulations, the Board of Directors shall have the power and authority to impose reasonable fines, not to exceed the maximum allowable under Florida Law, which shall constitute an automatic and continuing lien upon the Lot of the violating Owner as may be provided by Florida Law, including violations that occurred on behalf of an Owner by contractors, sub-

contractors and other third party providers; provided, however, nothing herein or in the Declaration shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from the Owner's Lot. In the event that any Owner's family members, tenants, guests, agents, or invitees violate the provisions in the Declaration, these Bylaws, or the Rules and Regulations and a fine is imposed, the fine shall be assessed against the Owner. The failure of the Board of Directors to enforce any provision of the Declaration, these Bylaws or the Rules and Regulations shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

B. Notice. Prior to the imposition of any fine or sanction hereunder, the Board of Directors or its delegate shall serve the Owner and/or the accused violator with written notice describing (1) the provisions of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations which have allegedly been violated, (2) the proposed sanction to be imposed, and (3) a statement of the date, time and place for a hearing scheduled not less than fourteen (14) days from the date of the notice. The hearing shall be held before a committee comprised of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of any officer, director or employee of the Association (the "Committee"). The person(s) against whom the sanctions may be imposed shall have an opportunity to respond, to have their attorney present, to present evidence, to provide written and oral argument on all issues involved in the alleged violation and shall have an opportunity at the hearing to review, challenge and respond to any materials, records and documents being considered by the Committee.

C. Disposition. If the Committee, by majority vote, does not approve a proposed fine or sanction, it may not be imposed. A written decision of the Committee shall be submitted to the alleged offending person(s) not later than fourteen (14) days following the hearing. Proof of proper notice provided to the alleged offending person(s) for the hearing shall be placed in the minutes of the hearing meeting and the minutes shall reflect the results of the hearing and the sanction, if any, imposed.

D. Penalties. For each non-compliance or violation, a fine may be imposed not to exceed One Hundred and Fifty Dollars (\$150.00), which fine shall accrue from the date of the service of the written decision of the Committee. However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no such fine for the same continuing violation shall exceed Three Thousand Dollars (\$3,000.00) in the aggregate. Fines shall be paid not later than fifteen (15) days after mailing the notice to the offending person(s) that a fine has been imposed, and if not paid within that period, interest penalties on the unpaid fine shall accrue at the highest interest rate allowed by law or as otherwise set forth by the Board of Directors for delinquent assessments. Fines shall be treated as assessments and subject to the provisions for collection of assessments set forth in the Declaration. All monies received from such fines and penalties shall be allocated as directed by the Board of Directors.

E. Additional Enforcement Rights. In addition to, or in the alternative to, the sanctions set forth above, if the Association incurs any expenses in enforcing the provisions of the Association's Legal Documents or Rules and Regulations against an Owner or his family members, tenants, guests, agents, or invitees after the Association's initial notice setting forth the

violation or non-compliance and the expiration of any cure period stated in the initial notice, then the Owner shall reimburse the Association for all expenses incurred by the Association after the initial notice within fifteen (15) days of the Association setting forth the expenses incurred. Such expenses may include, but are not limited to, pre-litigation fees and costs charged by attorneys for demands for compliance and such expenses shall be treated as an assessment subject to provisions for the collection of assessments set forth in the Declaration. The Board of Directors retains the right to waive Penalties and sanctions by majority vote of the Board. Notwithstanding anything herein to the contrary, the Association may elect to enforce any provisions of the Declaration, these Bylaws or the Rules and Regulations by "self-help" (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the provisions set forth above. In any such action, to the maximum extent permissible, that violator shall pay all costs, including reasonable attorneys' and paralegals' fees actually incurred by the Association.

XVI. INSURANCE, LIABILITY AND INDEMNIFICATION.

A. Insurance. The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents, and other policies of insurance deemed appropriate, prudent and advisable by the Board of Directors as more fully described in the Declaration.

B. Liability of Directors and Officers. No Board Member or Officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board Member or Officer in the course of his duties unless such Board Member or Officer acted in bad faith or in reckless disregard of the rights of the person or of the terms of the Declaration, the Articles of Incorporation or these Bylaws.

C. Indemnification. To the fullest extent allowed under various statutes of Florida Law, as the same may be amended, and subject to any limitations set forth in the Declaration or Articles of Incorporation, the Association shall indemnify and hold harmless the Directors, Officers, Employees, Managing Agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify and hold harmless pursuant to the law. In this connection, the Association is authorized to obtain and maintain such insurance as it may deem necessary or desirable consistent with such indemnification.

XVII. MISCELLANEOUS.

A. Seal. The Association shall have a seal in circular form having within its circumference the words "Oakridge Landing Property Owners Association, Inc." and "Corporation Not For Profit".

B. Consistency and Conflicts. By adopting these Bylaws, the Association's Directors intend for them to be consistent with the provisions of the Association's Articles of Incorporation and with those of the Declaration. These Bylaws are to be interpreted, construed, and enforced with the Articles of Incorporation and Declaration to avoid inconsistencies or conflicting results. If a conflict necessarily results, the provisions of the Articles of Incorporation or the Declaration control anything to the contrary in these Bylaws.

C. Waiver. No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have previously occurred.

D. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

E. No Vested Rights. No member of the Association has any vested right, interest, or privilege of, in or to the assets, functions, affairs, or franchises of the Association, nor any right, interest, or privilege that is transferable or inheritable except as incident to the transfer of title to such member's Lot.

F. Captions, Gender and Number. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular wherever the context requires or permits.

G. Amendments. These Bylaws may be altered, amended, or rescinded at a duly constituted regular or special meeting of the Board of Directors and at which a quorum is present, by a majority vote of the Board of Directors, provided that the notice provided to the Members of the meeting discloses the information that the amendment of the Bylaws is to be considered; provided, however, that those provisions which are specifically governed by the Articles of Incorporation or by the Declaration may not be amended except as provided in the Articles of Incorporation or the Declaration. Any and all amendments to these Bylaws shall be effective upon approval and adoption by a majority vote of the Board of Directors. Any and all amendments to the Bylaws shall be recorded in the public records of the county in which the Property is located and shall be made available as described elsewhere in these Bylaws to all Members of the Association as required by law.

H. Roberts' Rules of Order. Except when specifically or impliedly waived by the President (or chairperson) of a meeting (either of Members or Directors), Roberts' Rules of Order (latest edition) shall generally govern the conduct of Association meetings when not in conflict with the Declaration, the Articles of Incorporation, or these Bylaws; provided, however, that a strict or technical reading and application of Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting and/or to transact Association business efficiently.

CERTIFICATE OF ADOPTION

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written and affirms that the following Amended and Restated Bylaws for Oakridge Landing Property Owners Association, Inc. was approved and adopted at a Meeting of the Board of Directors held on FEBRUARY 1, 2019, at which the Association obtained the approval of not less than a majority (51%) of the Board of Directors for the Association.

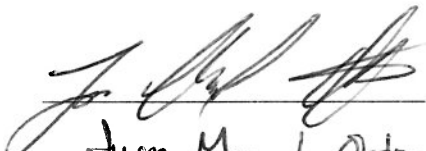
Signed, sealed, and delivered
in the presence of:

WITNESS OUR HAND AND SEALS, the undersigned sets its hand and seal as of the date first above written

Signed, sealed, and delivered
in the presence of:

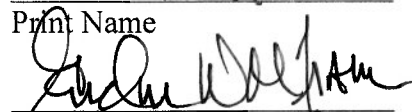
WITNESS

OAKRIDGE LANDING PROPERTY
OWNERS ASSOCIATION, INC.,
a Florida Corporation Not for Profit



Juan Manuel Ortiz

Print Name



GORDON WILLIAMS



GORDON WILLIAMS

Print Name

By: Lymaris Marquez
Its: President

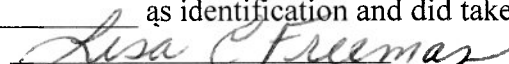
Attest By: Eric Eckton
Its: Secretary



Eric Eckton

STATE OF FLORIDA
COUNTY OF ST JOHNS

THE foregoing Amended and Restated Bylaws was sworn to, subscribed and acknowledged before me this 11 day of February, 2019, by Lymaris Marquez, as President for Oakridge Landing Property Owners Association, Inc. on behalf of said corporation, who is ☒ is personally known to me or ☐ provided _____ as identification and did take an oath.



Notary Public, State of Florida
(seal)

LISA E. FREEMAN
Notary Public, State of Florida
My Comm. Expires Apr. 8, 2019
Commission No. FF 195937