

BY-LAWS
OF
EVERGREEN TERRACE, a Condominium, Inc.

A Corporation not for Profit Under
the Laws of the State of Florida

These are the By-Laws of EVERGREEN TERRACE, a Condominium, Inc., hereinafter called "Association," a corporation not for profit, incorporated under the laws filed in the Office of the Secretary of State on the _____ day of _____, 1981. The Association has been organized for the purpose of administering one (1) condominium created pursuant to Chapter 718, Florida Statutes (1979), as amended, (hereinafter called "Condominium Act").

SECTION 1. Association.

1.1 Office. The Office of the Association shall be at 2917 Livingston Road, Tallahassee, FL, 32303, or such other place as shall be selected by a majority of the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "Not For Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

1.4 Terms. All terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium Ownership of EVERGREEN TERRACE, a Condominium.

SECTION 2. Members.

2.1 Qualification. The members of the Association shall consist of all persons owning a vested present interest in the fee title to any Condominium Parcel in EVERGREEN TERRACE, a Condominium.

2.2 Membership. Membership in the Association shall be established by recording in the Public Records of Leon County, Florida, a deed or other instrument establishing a record title to a Condominium Parcel, and delivery to the Association of a certified copy of such instrument. The grantee in such instrument shall immediately become a member of the Association. The membership of any prior owner of the same Condominium Parcel shall be terminated upon delivery to the Association of a certified copy of the deed or other instrument as aforesaid.

2.3 Designation of Voting Representative. If a Condominium Parcel is owned by more than one (1) person, the Unit Owner entitled to cast the vote appurtenant to said Parcel shall be designated by the Owners of a majority interest in the Parcel. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath by the owners of a majority interest in a Condominium Parcel as the person entitled to cast the vote for all such members. The

designation may be revoked and substitute voting member designated at any time at least five (5) days prior to any meeting and no vote shall be cast at such meeting by or for said Unit Owner(s).

2.4 Restraint Upon Alienation of Assets. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Parcel.

SECTION 3. Members' Meetings.

3.1 Place. All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

3.2 Membership List. At least 14 days before every election of directors, a complete list of the Voting Members of the Association, arranged numerically by Unit Number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member at any such time.

3.3 Regular Meetings. Regular meetings of the members of the Association shall be held on the first business day in September of each year.

3.4 Special Meetings.

3.4.1 Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or a majority of the voting members.

Such request shall state the purpose of the proposed meeting. Notwithstanding the foregoing, a special meeting of the members to recall or remove a member or members of the Board of Directors may be called as provided in Section 4.5.

3.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

3.5 Notice. Written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall be delivered or mailed to each Voting Member at such member's address as shown in the books of the Association at least 14 days prior to such meeting.

3.6 Participation. All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.

3.7 Proxies. At any meeting of the members of the Association the Voting Member shall be entitled to vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxy shall be valid unless it is filed with the Secretary at least five (5) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is a Unit Owner. No proxy vote may be cast on behalf of a Voting Member who is present at a meeting.

3.8 Vote Required to Transact Business. When a quorum is present at any meeting, the majority of Voting Members shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium Ownership, Articles of Incorporation or these By-Laws (hereinafter "Condominium Documents"), the express provision shall govern and control the number of votes required.

3.9 Quorum. Fifty-one percent (51%) of the total number of Voting Members of the Association present in person or represented by proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or the Condominium Documents. If a quorum is present at any meeting, the Voting Members may continue the meeting from time to time, without notice other than announcement at the meeting. Any business may be transacted at the continuation of any adjourned meeting which would have been transacted at the meeting called.

SECTION 4. Directors.

4.1 Number. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors.

4.2 Term. Each Director shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify.

4.3 Vacancy and Replacement. If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.4 Election and Designation of Directors. Election and Designation of Directors shall be conducted in the following manner:

4.4.1 Directors shall be elected and designated at the annual meeting of the members.

4.4.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected to the Board.

4.4.3 Members other than the Developer of the Condominium shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors when members other than the Developer own fifteen percent (15%) or more of the Condominium Parcels that will be operated ultimately by the Association. Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors upon the occurrence of any of the following:

A. Three (3) years after fifty percent (50%) of the Condominium Parcels that will be operated ultimately by the Association have been conveyed to Purchasers;

B. Four (4) months after seventy-five percent (75%) of the Condominium Parcels that will be operated ultimately by the Association have been conveyed to Purchasers;

C. Three (3) months after ninety percent (90%) of the Condominium Parcels that will be operated ultimately by the Association have been conveyed to Purchasers;

D. When all of the Condominium Parcels that will be operated ultimately by the Association have been completed, some of them have been conveyed to Purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

E. When some of the Condominium Parcels have been conveyed to Purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

4.4.4 Prior to the occurrence of any of the events described in subparagraphs A through E of 4.4.3, the Developer shall have the right to designate a majority of the members of the Board of Directors.

4.4.5 The Developer is entitled to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Condominium Parcels.

4.5 Removal. Directors may be recalled and removed from office with or without cause by the vote or agreement in writing

by a majority of all members. A special meeting of the members to recall a director or directors may be called by ten percent (10%) of the members giving notice of the meeting as required herein, which notice shall state the purpose of the meeting.

4.6 Powers and Duties of Board of Directors. All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, subject only to approval by Unit Owners and institutional mortgagees when such approval is specifically required. The powers and duties of the Directors shall include, but are not limited to the following:

4.6.1 Assess. To make and collect assessments against members to pay the Common Expenses and the expenses incurred by the Association including the power to make and access members for capital improvements and replacements.

4.6.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

4.6.3 Maintain. To maintain, repair, replace and operate the Condominium.

4.6.4 Purchase. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

4.6.5 Insure. To insure and keep insured the Property of the Condominium.

4.6.6 Enforce. To enjoin or seek damages from the Unit Owners for violation of these By-Laws and the terms and conditions of the Declaration of Condominium Ownership.

4.6.7 Employ. To employ and contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

4.7 Annual Statement. The Board will present a full and clear statement of the business and condition of the corporation at the annual meeting of the members.

4.8 Compensation. The Directors shall not be entitled to any compensation for service as Directors.

SECTION 5. Directors' Meetings.

5.1 Organizational Meetings. The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. The annual meeting of the

Board shall be held at the same place as the general members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of two (2) Directors.

5.4 Waiver of Notice. No notice of a Board meeting shall be required if the Directors meet by unanimous written consent. The Directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board shall be required.

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

5.6 Quorum. A quorum at a Director's meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present, shall constitute the act of the Board, except when approval by a greater number of Directors is required by the Condominium Documents.

5.7 Presiding Officer. The presiding officer of the Directors' meeting shall be the Chairman of the Board, if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the Directors present shall designate one (1) of their number to preside.

SECTION 6. Officers.

6.1 Officers. The executive officers of the Association shall be a President, Secretary and Treasurer, each of whom shall be elected at the annual meeting of the Board of Directors. Any two (2) of said offices may be held by any one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.2 Qualification. No person shall be entitled to hold office except a Unit Owner. No officer except the President need be a member of the Board.

6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of two-thirds (2/3) of the Voting Members of the Association.

6.4 The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and the Directors; he shall be an ex-officio member of all standing committees; he shall have general management of the business of the corporation and he shall see that all orders and resolutions of the Board are carried into effect.

6.5 The Secretary.

6.5.1. The Secretary shall keep the minutes of the members' meetings and of the Board of Directors meetings in one (1) or more books provided for that purpose.

6.5.2 He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law.

6.5.3 He shall be the custodian of the corporate records and of the seal of the corporation.

6.5.4 He shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.6 The Treasurer.

6.6.1 The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors or these By-Laws.

6.6.2 He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board, an account of all his transactions as Treasurer, and of the financial condition of the corporation.

6.7 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term.

6.8 Resignations. Any Director or officer may resign his office at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the corporation unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

SECTION 7. Approval by Voting Members.

7.1 The Association shall act through its Board of Directors and only the following matters shall require an affirm-

ative vote of the Voting Members of the Association. As to the Condominium, approval of the Voting Members is required according to the following:

<u>MATTER TO BE APPROVED</u>	<u>APPROVAL REQUIRED</u>
1. Alteration, improvements or addition to the Common Elements	3/4 of the Owners in such Condominium entitled to vote.
2. Restoration of the Project, when 90% of the value of the Condominium Property is destroyed	3/4 of the Owners in such Condominium entitled to vote.
3. Approval of changes in building plans for reconstruction after casualty	3/4 of the Owners in such Condominium entitled to vote.
4. Amendment of Declaration	3/4 of the Owners in such Condominium entitled to vote, except as otherwise provided in term (2) of this Section 7.1.
5. Termination of Condominium	100% of the Owners in such Condominium entitled to vote, except as otherwise provided in term (2) of this Section 7.1.
6. Amendment of By-Laws and Articles	3/4 of Voting Members, except as specifically provided in the Condominium Documents.
7. Enactment or repeal of Rules and Regulations	3/4 of the Voting Members.
8. Purchase of a Unit by the Association	3/4 of Voting Members of the Association.
9. Election of Directors and Officers	Plurality of Voting Members.
10. Removal of Directors and Officers	Majority of Voting Members of the Association.

7.2 The affirmative vote of a majority of the Board of Directors shall be sufficient to decide any question brought before such Board.

SECTION 8. Conduct of Meeting.

All meetings of the Members and of the Board of Directors shall be governed by Roberts' Rules of Order, Revised.

SECTION 9. Fiscal Management.

The provisions for fiscal management set forth in the Declaration of Condominium Ownership are supplemented by the following provisions:

9.1 Accounts. The funds and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

9.1.1. Current Expenses. All funds to be expended during the year for the maintenance of the Common Elements and the operation of the Association shall be held in the Current Expense Account. Any balance in this fund at the end of each year may be used to pay Common Expenses incurred in any successive year or may be placed in the Reserve Fund Account.

9.1.2 Reserve Fund Account. All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of the Common Elements of the Condominium, and for working capital of the Association, shall be held in the Reserve Fund Account.

9.2 Budget. The Board of Directors shall adopt a projected operating budget for each calendar year, which shall include the estimated funds required to defray the current expenses and may estimate the funds necessary to repair or replace capital improvements.

9.3 Assessments. Assessments against individual Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. One-twelfth (1/12) of each Condominium Parcel's assessments shall be due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. The budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board. The Board shall have the power to levy special assessments for unanticipated expenditures.

9.4 A copy of the proposed annual budget of Common Expenses shall be mailed to the Unit Owners not less than 30 days

prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place at which the meeting of the Board of Administration to consider the budget shall be held and such meeting shall be open to the Unit Owners.

9.5 Depository. The funds of the Association will be deposited in such financial institution(s) as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such accounts shall be only by drafts signed by such persons as authorized by the Board.

SECTION 10. Rules and Regulations.

10.1 As to Common Elements. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the operation, use, maintenance, management and control of the Condominium's Common Elements. The Board shall from time to time post in a conspicuous place on the Condominium Property of each Condominium, a copy of the rules and regulations adopted by the Board. Any rules and regulations adopted pursuant hereto shall be reasonable and non-discriminatory.

10.2 As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Units; provided, however, that copies of such rules and regulations are furnished to each Owner of a Condo-

minium Parcel prior to the time the same shall become effective. Where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property. Any rules and regulations adopted pursuant thereto shall be reasonable and non-discriminatory.

10.3 Initial Rules and Regulations. The initial rules and regulations hereinafter enumerated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times observe said rules and regulations and shall have the responsibility of seeing that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

10.3.1 The Units shall be used only for residential purposes.

10.3.2 Unit Owners shall not use or permit the use of their premises in a manner to create excessive noise, excessive vibration or other results which may be deemed to be obnoxious activity.

10.3.3 Common Elements shall not be obstructed, littered, defaced or misused in any manner.

10.3.4 No structural changes or alterations shall be made in any Unit, or to any of the Common Elements, except as provided in the Declaration of Condominium of said Condominium.

10.3.5 All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium of each Condominium are incorporated herein by reference and apply to all members of the Association.

10.3.6 Nothing shall be hung, or displayed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any other part of the Condominium Property thereof, except with the approval of the Board of Directors. Provided, however, that each Unit Owner may have a sign on or about the entrance way of his Unit with letters which do not exceed two (2) inches in height. All signs must be approved by the Association.

10.3.7 Complaints regarding maintenance shall be made in writing to the Board of Directors.

10.3.8 There shall not be kept in any Unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal office use.

10.3.9 In case of any emergency originating in or threatening any of the Units, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry in the event any such emergency shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each unit, if required by the

Association, shall deposit under control of the Association, a key to such Unit.

10.3.10 No Unit Owner shall make any adjustments, whatsoever, to any of the equipment located on the Common Elements without first obtaining the permission of the Association.

10.3.11 No Unit Owner shall use or allow any units to be used for any type activity which would allow animals to be housed or cared for, temporarily or permanently, in a commercially related activity. No Unit Owner will allow their animals to roam free, unleashed, or to cause a nuisance.

10.3.12 No Unit Owner shall use or allow others to use the portico, entry areas, patios or deck areas for storage.

SECTION 11. Default.

11.1 Foreclosure. In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Association within 15 days from the due date, the Association, acting in its own behalf or through its Board of Directors may foreclose the lien encumbering said Unit Owner's Parcel created by non-payment of the required monies in the same manner as mortgage liens are foreclosed. The Association shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, or in addition thereto, the Association may bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing the same. In any action either to foreclose

its lien or to recover a money judgment brought by or on behalf of the Association against a Unit Owner, the Association shall be entitled to recover the costs thereof, together with a reasonable attorney's fee.

11.2 Association Expenses. If the Association becomes the owner of a Condominium Parcel by reason of foreclosure, it may offer said Parcel for sale and, when the sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former Unit Owner.

11.3 Enforcement. In the event of violation of the provisions of the Condominium Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation, to enforce the provisions of the Documents, to sue for damages or take all the such courses of action at the same time, or such other legal remedy it may deem appropriate.

11.4 Consent to Foregoing Provisions. Each Unit Owner for himself, his heirs, successors and assigns, agrees to the

foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. Additionally, all Unit Owners expressly agree that should the Association find it necessary to invoke any of the above-specified remedies and the Association is successful, the Unit Owner subject to the action shall be responsible for reasonable attorney's fees and Court costs. It is the intent of all Unit Owners to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from Unit Owners and to preserve each Unit Owner's right to enjoy his Condominium Parcel free from unreasonable restraint and nuisance.

SECTION 12. Mortgage of Unit.

12.1 The Association may maintain a suitable register for the recording of mortgaged Condominium Parcels. Any mortgagee of a Condominium Parcel may, but it is not obligated to, notify the Association in writing, of the mortgage. In the event notice of default is given any member, under an applicable provision of the Condominium Documents, a copy of such notice shall be mailed to the registered mortgagee.

SECTION 13. Amendment of By-Laws.

13.1 By-Laws. The By-Laws of this corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by a

three-fourths (3/4) vote of the Voting Members of the Association. No modification or amendment to the By-Laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium Ownership.

SECTION 14. Parliamentarian.

14.1 Parliamentarian. The Secretary of the Condominium shall act as parliamentarian at all meetings of the Board of Directors of the Association. He shall see that all meetings are conducted in an orderly manner in accordance with Section 8 of these By-Laws.