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(Address)

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TALLAHASSEE, FLORIDA

SEP 25 2015
C. CARROLL HERS



Clayton & McCulloh

ATTORNEYS AT LAW
www.clayton-mcculloh.com

BRIAN S. HESS
Attorney & Counselor at Law
bhess@clayton-mcculloh.com

Clayton & McCulloh, P. A.
Servicing 25 Counties
Respond to: Orlando Office

September 16, 2015

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

Re: Articles of Merger for Filing

Dear Sir or Madam:

Enclosed herewith please find the original "ARTICLES OF MERGER", to be filed with the Florida Secretary of State. Also enclosed is this firm's check no. 46670 in the amount of \$148.75 for cost of said filing and for the cost of a certified copy of same. Please mail the certified copy to my attention at our Orlando address, as provided below.

Should you have any questions or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,

CLAYTON & McCULLOH

Crystal Hansen
Paralegal
:clh

Enclosure

cc: Golden Ocala Community Association, Inc. (without enclosure)

FILED

2015 SEP 21 PM 4:16

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

ARTICLES OF MERGER

1. The undersigned corporations, being validly and legally formed under the laws of the state of Florida, have adopted a Plan of Merger. The Plan of Merger is attached as Exhibit "A" to these Articles of Merger.

2. Under the Plan of Merger, the name of the surviving corporation is GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

3. The Plan of Merger of the undersigned corporations was adopted under F.S. 617.1105.

4. The merger shall become effective as described in the Plan of Merger.

5. Clubside Village at Golden Ocala Homeowners Association, Inc., Clubside Village II at Golden Ocala Homeowners Association, Inc., and Brittany Estates at Golden Ocala Homeowners Association, Inc. (hereinafter: "Dissolving Corporations") shall merge into Golden Ocala Community Association, Inc. (hereinafter: "Surviving Corporation"), and Surviving Corporation shall assume and be liable for all of the Dissolving Corporations' assets and liabilities.

5. The Articles of Incorporation of the Surviving Corporation also are being amended, under F.S. 617.0202. The Articles of Incorporation, as amended, are attached as Exhibit "B" to these Articles of Merger.

6. These Articles of Merger and the Exhibits, including the Plan of Merger, hereto were approved by one-hundred percent (unanimous approval) of the members of each of the Dissolving Corporations, by execution of written consents by each member pursuant to F.S. 617.0701(4), was approved by the Surviving Corporation pursuant to F.S. 617.1103(1)(a) at a meeting of the members of the Surviving Corporation, and was confirmed at meetings of each corporation held on August 24, 2015. Moreover, R.L.R. INVESTMENTS, L.L.C., an Ohio limited liability company, as Declarant, has provided written consent to the dissolution of each corporation as provided below. The number of votes cast by the members of each undersigned corporation was sufficient for approval of these Articles of Merger and the Plan of Merger.

August 24th, 2015

(date)

Signed, sealed and delivered
in the presence of:

Jennifer C. Treulich
(Sign - Witness 1)

Jennifer C. Treulich
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)

Wendy Throver
(Print - Witness 2)

Jennifer C. Treulich
(Sign - Witness 1)

Jennifer C. Treulich
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)

Wendy Throver
(Print - Witness 2)

GOLDEN OCALA COMMUNITY
ASSOCIATION, INC.

By: Ralph L. Roberts

Ralph L. Roberts
(Sign)
(Print)

President, GOLDEN OCALA
COMMUNITY ASSOCIATION, INC.

Attest: Susan Keogh
(Sign)

Susan Keogh
(Print)

Secretary, GOLDEN OCALA
COMMUNITY ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August,
2015, by Ralph L. Roberts, SR., as President, and Susan Keogh,
as Secretary, of GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida not for
profit corporation, on behalf of the corporation, who are personally known to me or who have
produced _____ as identification.

NOTARY PUBLIC

Jennifer C. Treulich (Sign)
Jennifer C. Treulich (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Thrower
(Sign - Witness 2)
Wendy Thrower
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Thrower
(Sign - Witness 2)
Wendy Thrower
(Print - Witness 2)

CLUBSIDE VILLAGE AT GOLDEN
OCALA HOMEOWNERS
ASSOCIATION, INC.

By:

Ralph L. Roberts
(Sign)
Ralph L. Roberts
(Print)

President, CLUBSIDE VILLAGE AT
GOLDEN Ocala HOMEOWNERS
ASSOCIATION, INC.

Attest:

Susan Keogh
(Sign)
Susan Keogh
(Print)

Secretary, CLUBSIDE VILLAGE AT
GOLDEN Ocala HOMEOWNERS
ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August,
2015, by Ralph L. Roberts, SR., as President, and Susan Keogh,
as Secretary, of CLUBSIDE VILLAGE AT GOLDEN Ocala HOMEOWNERS
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are
personally known to me or who have produced _____ as
identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

CLUBSIDE VILLAGE II AT GOLDEN
OCALA HOMEOWNERS
ASSOCIATION, INC.

By:

Ralph L. Roberts Sr.
(Sign)
Ralph L. Roberts Sr.
(Print)

President, CLUBSIDE VILLAGE II AT
GOLDEN OCALA HOMEOWNERS
ASSOCIATION, INC.

Attest:

Susan Keogh
(Sign)
Susan Keogh
(Print)

Secretary, CLUBSIDE VILLAGE II AT
GOLDEN OCALA HOMEOWNERS
ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August, 2015, by
Ralph L. Roberts, Sr., as President, and Susan Keogh, as
Secretary, of CLUBSIDE VILLAGE II AT GOLDEN OCALA HOMEOWNERS
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are
personally known to me or who have produced _____ as
identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

BRITTANY ESTATES AT GOLDEN
OCALA HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
(Sign)
Ralph L. Roberts Sr
(Print)

President, BRITTANY ESTATES AT GOLDEN
OCALA HOMEOWNERS ASSOCIATION, INC.

Attest: [Signature]
(Sign)
Susan Keogh
(Print)

Secretary, BRITTANY ESTATES AT GOLDEN
OCALA HOMEOWNERS ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August, 2015, by
Ralph L. Roberts, Sr. as President, and Susan Keogh as
Secretary, of BRITTANY ESTATES AT GOLDEN Ocala HOMEOWNERS ASSOCIATION,
INC., a Florida not for profit corporation, on behalf of the corporation, who are personally known
to me or who have produced _____ as identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Consented to by:

Jennifer C. Treulieb
(Sign - Witness 1)

Jennifer C. Treulieb
(Print - Witness 1)

Wendy Thrauer
(Sign - Witness 2)

Wendy Thrauer
(Print - Witness 2)

R.L.R. INVESTMENTS, L.L.C.,
an Ohio limited liability company

By: [Signature]
(Sign)

Robert L. Roberts, Sr. Ralph L. Roberts, Sr.
(Print)

Chief Executive Officer

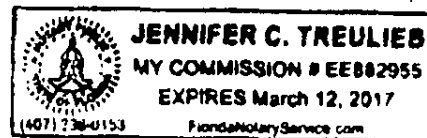
STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August, 2015, by
Ralph L. Roberts, Sr., as Chief Executive Officer of R.L.R. INVESTMENTS, L.L.C.,
an Ohio limited liability company, on behalf of the company, who is personally known to
me or who have produced _____ as identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of FLORIDA, At Large
My Commission Expires: _____



THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

PLAN OF MERGER
(EXHIBIT "A")

This Plan of Merger is by and between GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the "Surviving Corporation") and the following corporations (the "Dissolving Corporations"): **NA7 00000 1534**

A. CLUBSIDE VILLAGE AT GOLDEN OCALA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. **NO5 00000 3008**

B. CLUBSIDE VILLAGE II AT GOLDEN OCALA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. **NO8 00000 5303**

C. BRITTANY ESTATES AT GOLDEN OCALA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit. **NO7 00000 987**

The Surviving Corporation and the Dissolving Corporations sometimes are referred to collectively herein as the "Constituent Corporations."

1. Constituent Corporations. The Constituent Corporations are Florida corporations not for profit, organized on a nonstock basis, and are in good standing.

2. Residential Property. Heretofore a residential community known as "Golden Ocala", including three residential sub-communities, known as "Clubside Village", "Clubside Village II", and "Brittany Estates", (as well as other sub-communities) was formed by the recording of a Declaration of Covenants, Conditions and Restrictions, and three separate Declarations of Covenants, Conditions, and Restrictions, one for each sub-community listed above, (each of which as may have been and may be amended from time to time) as follows:

a. Declaration of Covenants, Conditions and Restrictions for Golden Ocala, recorded April 11, 1997, at O.R. Book 2355, Pages 1071 et seq., Public Records of Marion County, Florida.

b. Declaration of Covenants, Restrictions and Easements for Clubside Village at Golden Ocala, recorded March 25, 2005, at O.R. Book 3986, Pages 1185 et seq., Public Records of Marion County, Florida.

c. Declaration of Covenants, Restrictions and Easements for Brittany Estates at Golden Ocala, recorded March 21, 2007, at O.R. Book 4743, Pages 1468 et seq., Public Records of

Marion County, Florida.

d. Declaration of Covenants, Restrictions and Easements for Clubside Village II at Golden Ocala, recorded September 2, 2008, at O.R. Book 5090, Pages 424 et. seq., Public Records of Marion County, Florida.

The Dissolving Corporations, respectively, are the homeowners associations that operate the above-referenced sub-communities. The sub-communities themselves, including the real property located therein, are not being merged. The Declarations of Covenants, Restrictions and Easements referenced in sub-items b,c, and d above, and any other governing documents of the Dissolving Corporations, including any Articles of Incorporation and Bylaws, as amended from time to time, will be of no force and effect after the *Effective Date of the Merger*. The Declaration of Covenants, Conditions and Restrictions for Golden Ocala, recorded April 11, 1997, at O.R. Book 2355, Pages 1071 et seq., Public Records of Marion County, Florida, as amended from time to time, and attached to the Articles of Merger as Exhibit "D" shall be the Declaration of Covenants, Restrictions and Easements governing the real property within the Golden Ocala community.

3. Surviving Corporation. The Surviving Corporation shall become the homeowners association that operates the three above-referenced sub-communities as well as the remainder of the Golden Ocala community that is not otherwise operated by a separate and/or component corporation/homeowners association/condominium association.

4. Principal Office. The principal office of GOLDEN OCALA COMMUNITY ASSOCIATION, INC., the Surviving Corporation, shall remain at the following address: 2180 WEST SR 434, SUITE 5000, LONGWOOD, FLORIDA 32779.

5. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation, as amended, attached to the Articles of Merger of the Surviving Corporation as Exhibit "B".

6. Bylaws. The Bylaws of the Surviving Corporation shall be the Bylaws, as amended, attached to the Articles of Merger of the Surviving Corporation as Exhibit "C".

7. Directors and Officers. The directors and officers of the Surviving Corporation on the effective date of the merger shall continue as the directors and officers of the Surviving Corporation for the full unexpired terms of their offices and until successors have been duly elected or appointed and qualified.

8. Ratification by Members. This Plan of Merger has been ratified and approved by the members of each of the Constituent Corporations as required by law. Execution of the Articles of Merger and this Plan of Merger by officers of each Constituent Corporation shall constitute a representation and certification that such ratification and approval has been obtained.

9. Effective Date of Merger. This merger shall become effective on the last to occur of the following dates:

a. The date the Articles of Merger are filed in the offices of the Florida Secretary of State.

b. The date the Amended Declaration of Covenants, Conditions and Restrictions of the Surviving Corporation is recorded in the Public Records of Marion County, Florida.

10. Effect of Merger. When the merger becomes effective, the separate existence of the Dissolving Corporations shall cease, except as may be required for carrying out the purposes of this Plan of Merger or as continued by statute. All of the rights, privileges, powers, franchises, assets, causes of action, and interests of any kind whatsoever of the Dissolving Corporations, including all debts due on any and all accounts, shall in fact and effect become the property of the Surviving Corporation and shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens on the property of the Constituent Corporations shall be preserved unimpaired, and all, debts, liabilities, and duties of the Dissolving Corporations shall henceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if those debts, liabilities, and duties initially had been incurred or contracted by the Surviving Corporation. Any and all actions with regard to the interests of any kind set forth in this paragraph shall be as determined in the sole and unfettered discretion of the Board of Directors of the Surviving Corporation, except to the extent governed by Florida law or governing documents of the Surviving Corporation.

11. Execution. The Articles of Merger and this Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

IN WITNESS WHEREOF, the Constituent Corporations have caused these presents to be signed by their respective officers duly authorized by the respective Boards of Directors and Members of each corporation.

August 24th 2015

(date)

Signed, sealed and delivered
in the presence of:

Jennifer C. Treulieb
(Sign - Witness 1)

Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)

Wendy Throver
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)

Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)

Wendy Throver
(Print - Witness 2)

GOLDEN OCALA COMMUNITY
ASSOCIATION, INC.

By: [Signature]
(Sign)
Ralph L. Roberts, Sr.
(Print)

President, GOLDEN OCALA
COMMUNITY ASSOCIATION, INC.

Attest: [Signature]
(Sign)
Susan Keogh
(Print)

Secretary, GOLDEN OCALA
COMMUNITY ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August,
2015, by Ralph L. Roberts, Sr., as President, and Susan Keogh,
as Secretary, of GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida not for
profit corporation, on behalf of the corporation, who are personally known to me or who have
produced _____ as identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

Jennifer C. Treulieb
(Sign - Witness 1)

Jennifer C. Treulieb
(Print - Witness 1)

Wendy Thrower
(Sign - Witness 2)

Wendy Thrower
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)

Jennifer C. Treulieb
(Print - Witness 1)

Wendy Thrower
(Sign - Witness 2)

Wendy Thrower
(Print - Witness 2)

CLUBSIDE VILLAGE AT GOLDEN
OCALA HOMEOWNERS
ASSOCIATION, INC.

By: Ralph L. Roberts, Sr
(Sign)
Ralph L. Roberts, Sr
(Print)

President, CLUBSIDE VILLAGE AT
GOLDEN Ocala HOMEOWNERS
ASSOCIATION, INC.

Attest: Susan Keogh
(Sign)
Susan Keogh
(Print)

Secretary, CLUBSIDE VILLAGE AT
GOLDEN Ocala HOMEOWNERS
ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August,
2015, by Ralph L. Roberts, as President, and Susan Keogh,
as Secretary, of CLUBSIDE VILLAGE AT GOLDEN Ocala HOMEOWNERS
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are
personally known to me or who have produced _____ as
identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

CLUBSIDE VILLAGE II AT GOLDEN
OCALA HOMEOWNERS
ASSOCIATION, INC.

By: [Signature]
(Sign)
Ralph L. Roberts, Sr
(Print)

President, CLUBSIDE VILLAGE II AT
GOLDEN OCALA HOMEOWNERS
ASSOCIATION, INC.

Attest: [Signature]
(Sign)
Susan Keogh
(Print)

Secretary, CLUBSIDE VILLAGE II AT
GOLDEN OCALA HOMEOWNERS
ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August, 2015, by
Ralph L. Roberts, as President, and Susan Keogh, as
Secretary, of CLUBSIDE VILLAGE II AT GOLDEN OCALA HOMEOWNERS
ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are
personally known to me or who have produced _____ as
identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Signed, sealed and delivered
in the presence of:

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

BRITTANY ESTATES AT GOLDEN
OCALA HOMEOWNERS ASSOCIATION, INC.

By: Ralph L. Roberts, Sr
(Sign)
Ralph L. Roberts, Sr
(Print)

President, BRITTANY ESTATES AT GOLDEN
OCALA HOMEOWNERS ASSOCIATION, INC.

Attest: Susan Keogh
(Sign)
Susan Keogh
(Print)

Secretary, BRITTANY ESTATES AT GOLDEN
OCALA HOMEOWNERS ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August, 2015, by
Ralph L. Roberts, Sr, as President, and Susan Keogh, as
Secretary, of BRITTANY ESTATES AT GOLDEN OCALA HOMEOWNERS ASSOCIATION,
INC., a Florida not for profit corporation, on behalf of the corporation, who are personally known
to me or who have produced _____ as identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Consented to by:

Jennifer C. Treulieb

(Sign - Witness 1)

Jennifer C. Treulieb

(Print - Witness 1)

Wendy Throver

(Sign - Witness 2)

Wendy Throver

(Print - Witness 2)

R.L.R. INVESTMENTS, L.L.C.,
an Ohio limited liability company

By: Ralph L. Roberts, Sr.

(Sign)

Robert L. Roberts, Sr. Ralph L. Roberts, Sr.

(Print)

Chief Executive Officer

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August, 20 15, by
Ralph L. Roberts, Sr., as Chief Executive Officer of R.L.R. INVESTMENTS, L.L.C.,
an Ohio limited liability company, on behalf of the company, who is personally known to
me or who have produced _____ as identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)

Jennifer C. Treulieb (Print)

State of FLORIDA, At Large

My Commission Expires: MARCH 12, 2017



THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO BYLAWS OF
GOLDEN OCALA COMMUNITY ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of the GOLDEN OCALA COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the BYLAWS OF GOLDEN OCALA COMMUNITY ASSOCIATION, INC., recorded in Official Records Book 2355, Page 1141, *et seq.*, of the Public Records of Marion County, Florida, as amended and supplemented (hereinafter "Articles"), hereby certify that the AMENDMENT TO BYLAWS OF GOLDEN OCALA COMMUNITY ASSOCIATION, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted on the 24th day of August, 20 15.

Said Amendment was approved in accordance with the requirements of Article X, Section 7(a) of the Bylaws by the Declarant.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Bylaws shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 24th day of August, 20 15.

Signed, sealed and delivered
in the presence of:

GOLDEN OCALA COMMUNITY
ASSOCIATION, INC.

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

By: Ralph L. Roberts, Sr.
(Sign)
Ralph L. Roberts, Sr.
(Print)

President, Golden Ocala Community
Association, Inc.

Attest: Susan Keogh
(Sign)
Susan Keogh
(Print)

Secretary, Golden Ocala Community
Association, Inc.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August,
20 15, by Ralph L. Roberts, Sr., as President, and Susan Keogh,
as Secretary, of GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida not for
profit corporation, on behalf of the corporation, who are personally known to me or who have
produced _____ as identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Approved by Declarant:

R.L.R. INVESTMENTS, L.L.C.,
an Ohio limited liability company

Jennifer C. Treulich
(Sign - Witness 1)

Jennifer C. Treulich
(Print - Witness 1)

Wendy Throver
(Sign - Witness 2)

Wendy Throver
(Print - Witness 2)

By:

[Signature]
(Sign)

Robert L. Roberts, Sr. Ralph L. Roberts
(Print)

Chief Executive Officer

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 24th day of August,
2015, by Ralph L. Roberts, as Chief Executive Officer of R.L.R.
INVESTMENTS, L.L.C., an Ohio limited liability company, on behalf of the company, who is
personally known to me or who has produced _____ as
identification.

NOTARY PUBLIC

Jennifer C. Treulich (Sign)

Jennifer C. Treulich (Print)

State of Florida, At Large
My Commission Expires:

**AMENDMENT TO BY-LAWS OF
GOLDEN OCALA COMMUNITY ASSOCIATION, INC.**

The following amendments are made to Article IV, Sections 6, 7, and 8; Article VII, Section 1; Article VIII, Sections 2, 3, and 4; and Article X, Section 7(b) of the BY-LAWS OF GOLDEN OCALA COMMUNITY ASSOCIATION, INC., recorded in Official Records Book 2355, Page 1141, *et. seq.*, of the Public Records of Marion County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...

Article IV.
Community Council: Number, Powers, Meetings

...

Section 6. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Community Council shall may be made by a Nominating Committee. The Nominating Committee, if it is established by the Community Council, shall consist of a Chairman, who shall be a member of the Community Council, and three (3) or more Members of the Association, ~~with at least one (1) representative from each Voting Group.~~ The If established, the Nominating Committee shall be appointed by the Community Council not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at such annual meeting. ~~The If established, the~~ Nominating Committee shall make as many nominations for election to the Community Council as it shall in its discretion determine, but in no event less than the number of positions to be filled. ~~The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Members, if any, and for the director(s) to be elected by and from each Voting Group.~~ Nominations for each slate shall also be permitted from the floor, and Members may nominate themselves as candidates for the Community Council. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 7. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within sixty (60) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own twenty-five (25%) percent of the Lots in all phases of the Properties that will ultimately be operated by the Association, or whenever the Class "B" Member earlier determines, the Community Council shall be increased to five (5) directors. The Association shall hold a special meeting at which Voting Members representing the Class "A" Members shall elect one (1) of the five (5) directors. The remaining four (4) directors shall be appointees of the Class "B" Member. The director elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event

described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within sixty (60) days after termination of the Class "B" Control Period, the Association shall call a special meeting at which Voting Members representing the Class "A" Members shall elect three (3) of the five (5) directors. The remaining two (2) directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall serve until the first annual meeting following the termination of the Class "B" Control period. If such annual meeting will occur within sixty (60) days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (c) below.

(c) At the first annual meeting of the membership after the termination of the Class "B" Control Period, all directors shall be elected by Voting Members representing both Class "A" Members and the Class "B" Member, with an equal number of directors elected from each Voting Group established in accordance with Article III, Section 3(b) of the Declaration. Any remaining directorships shall be filled elected at large by the vote of all Voting Members. Three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. Successor directors shall be elected at annual meetings to serve for two (2) year terms, such that a staggered-term system shall be adopted.

~~Each Voting Member shall be entitled to cast all votes attributable to the Lots in the Neighborhood with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote.~~ There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Voting Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

Section 8. Removal of Directors and Vacancies. Any director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. In the event that removal is proposed at a meeting of the Voting Members, any director whose removal is sought shall be given notice prior to that meeting. A director who was elected solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Voting Members other than the Declarant. Upon removal of a director, a successor shall be elected by the Voting Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Members who has three (3) consecutive unexcused absences from Community Council meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting of the Community Council at which a quorum is present, and a successor may be appointed by the Community Council to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Community Council, and it may appoint a

successor. ~~Any director appointed by the Community Council shall be selected from the Voting Group represented by the director who vacated the position and shall serve for the remainder of the term of such director.~~

...

Article VII. President

Section 1. Election and Term of Office. ~~Until expiration of the Class "B" Control Period, the~~ The President shall be elected annually and serve at the pleasure of the Community Council. ~~Thereafter, the President shall be elected to serve for a term of two (2) years by Voting Members representing at least a majority of the votes required to constitute a quorum. A Person may not serve more than two (2) consecutive terms as President. The Nominating Committee established pursuant to Section 6, Article IV.A. of these By Laws shall administer and preside over the elections for President. In order to stand for election as President, a Person shall be a Member in good standing, and shall first secure a petition for candidacy, signed by ten percent (10%) of the Members in good standing. A President may be recalled from office, without cause, upon a vote of Voting Members representing at least 2/3rds of the votes required to constitute a quorum, and if the Community Council in its judgment finds that the best interests of the Association will be served, the Community Council may remove the President from office by a majority vote of the entire Community Council. A mid-term vacancy in the office of President shall be filled by the Community Council; provided, that any vacancy in the office of President occurring as a result of action taken by the Community Council shall be filled by the vote of Voting Members representing at least a majority of the votes required to constitute a quorum at a special meeting of the Association which shall be promptly called by the Community Council and held no later than thirty (30) days after the date of such vacancy.~~

...

Article VIII. Officers

...

Section 2. Election, Term of Office, and Vacancies. The officers of the Community Council, ~~other than the President,~~ shall be elected annually by the directors at the first meeting of the Community Council following each annual meeting of the Association. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Community Council for the unexpired portion of the term.

Section 3. Removal. Any officer, ~~other than the President,~~ may be removed by the Community Council whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Power and Duties. The officers of the Association, ~~other than the President,~~ shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Community Council.

(a) The Chairman of the Community Council shall preside over all meetings of the Community Council in the absence of the President; shall be responsible for assisting the President in preparing the agenda for all Community Council meetings; assure that each of the directors has in advance of any meetings sufficient information and materials on which to base informed decisions; represent the Community Council to the President and to the Association; assure that each member of the Community Council and its Officers properly carry out their duties and responsibilities; and, in the event of the absence or disability of the President, perform the duties of that office.

(b) The Vice Chairman shall take the place of the Chairman and perform the duties of the Chairman when the Chairman is absent or unable to act. The Vice Chairman shall perform such other duties as may be assigned by the Chairman or the Community Council.

(c) The Secretary shall be responsible for keeping minutes of all meetings of the Association and of the Community Council; recording all minutes and resolutions of the Association and the Community Council and properly maintaining such books and records as the Community Council may direct; providing all notices required to be provided; maintaining a roster of Members and Mortgagees reflecting the address to which any such notices shall be sent; and in general, perform all duties incident to the office of Secretary;

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by the Community Council. The Treasurer shall keep proper books of account, and shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

...

Article X. Miscellaneous

...

Section 7. Amendment.

...

(b) By Owners. Hereafter and otherwise, these By-Laws may be amended only by the affirmative vote ~~or written consent, or any combination thereof,~~ of a majority of a quorum of Voting Members representing seventy-five (75%) percent of the total Class "A" votes held by Members other than the Declarant present in person or by proxy at a meeting of the

Members of the Association, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Marion County, Florida.

...

EXHIBIT "B"

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on March 19, 1997, as shown by the records of this office.

The document number of this corporation is N97000001534.

FILE: 97028120
OR BOOK/PAGE: 2355/1133

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Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Nineteenth day of March, 1997



CR2EQ22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Martham".

Sandra B. Martham
Secretary of State

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
GOLDEN OCALA COMMUNITY ASSOCIATION, INC.

(A Florida Not-For-Profit Corporation)

The undersigned, by these Articles, associate themselves for the purpose of forming a not-for-profit corporation under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1. Name.

The name of the Corporation shall be the Golden Ocala Community Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "Association."

ARTICLE 2. Principal Office

The street address of the initial principal office of the Association shall be 7300 U.S. Highway 27 N.W., Ocala, Florida 34482. The mailing address of the Association shall be 7300 U.S. Highway 27 N.W., Ocala, Florida 34482.

ARTICLE 3. Purposes.

a. The purposes for which the Association is organized are:

(1) to be and constitute the Association to which reference is made in the Declaration of Covenants, Conditions, and Restrictions for Golden Ocala, as amended from time to time (hereinafter the "Declaration") and as recorded in the public records of Marion County, Florida; which Declaration imposes upon the Properties (as that term is defined in the Declaration) mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners (as that term is defined in the Declaration) of real property within the Properties;

(2) to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified in the Declaration and other Governing Documents (as that term is defined in the Declaration), and as provided by law; and

(3) to provide an entity to further the interests of and act on behalf and for the benefit of all Owners of real property within the Properties.

b. The Association shall make no distributions of income to its members, directors, or officers.

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c. All terms used herein which are not defined shall have the same meaning provided in the Declaration.

ARTICLE 4. Powers.

The powers of the Association shall include and be governed by the following provisions:

a. The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, the Declaration, and the By-Laws of this Association.

b. The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles and the other Governing Documents, including, without limitation, the following:

- (1) to fix and to collect assessments or other charges;
- (2) to manage, control, operate, maintain, repair, and improve Common Area or any other property for which the Association by agreement, rule, regulation, Declaration, or contract has a right or duty to provide such services, including any Surface Water Management System;
- (3) to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under any declaration or by-Laws;
- (4) to engage in activities which will actively foster, promote, and advance the common interests of all Owners;
- (5) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;
- (6) to borrow money for any purpose as may be set forth in the By-Laws and/or the Declaration;
- (7) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;
- (8) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

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(9) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(10) to adopt, alter, and amend or repeal such rules and regulations as may be necessary or desirable to carry out the terms, conditions and intent of the Declaration; and

(11) to provide any and all supplemental municipal services as may be necessary or proper.

c. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 4 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of Article 4.

ARTICLE 5. Members.

The Association shall be a membership corporation without certificates or shares of stock.

a. Each Owner of property subject to the Declaration shall be a member of the Association and shall be entitled to vote in accordance with the formula set forth in the Declaration, except there shall be no vote for any property owned by the Association. The manner of exercising voting rights shall be determined by the Declaration and the By-Laws of the Association.

b. Change of membership in the Association shall be established by recording in the public records of Marion County, Florida, a deed or other instrument establishing record title to a Lot subject to the Declaration and written notice to the Association of such change in title. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated.

c. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Lot.

ARTICLE 5. Term.

The Association shall be of perpetual duration.

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ARTICLE 6. Directors.

The affairs of the Association shall be conducted, managed, and controlled by a Board of Directors.

- a. The initial Board of Directors shall consist of three (3) directors.
- b. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Maryann Moore
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

Thomas J. Jarosik
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

Allan Feker
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

- c. The method of election and term of office, removal, and filling of vacancies shall be as set forth in the By-Laws. The Board may delegate such operating authority to such companies, individuals, boards and committees as it, in its discretion, may determine.

ARTICLE 7. Officers.

The affairs of the Association shall be administered by the officers designated by the By-Laws.

- a. The President shall be elected annually and serve at the pleasure of the Board of Directors during the Class "B" Control Period. Thereafter, the President shall be elected for a two (2) year term by Voting Members as set forth in the By-Laws. The remaining officers shall be elected by the directors at the first meeting of the Board of Directors following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors.

- b. The names and addresses of the officers who shall serve until their successors are elected as provided in the By-Laws are as follows:

President

Allan Feker
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

Vice President

Maryann Moore
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

Secretary

Thomas J. Jarosik
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

Treasurer

Allan Feker
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

ARTICLE 8. By-Laws.

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided by the By-Laws.

ARTICLE 9. Amendments.

Amendments to the Articles of Incorporation may be proposed and adopted as provided in Chapter 617, Florida Statutes, provided that no amendment may be in conflict with the Declaration, and further provided no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration.

ARTICLE 10. Subscribers.

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Maryann Moore
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

Thomas J. Jarosik
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

Allan Feker
7300 U.S. Highway 27 N.W.
Ocala, FL 34482

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ARTICLE 11. Registered Agent and Office.

The initial registered office of the Corporation is 7300 U.S. Highway 27 N.W., Ocala, Florida 34482, and the initial registered agent at such address is Maryann Moore.

ARTICLE 12. Surface Water Management System.

Upon a dissolution of the Association, all real and personal property comprising any Surface Water Management System shall be conveyed to an appropriate agency of local government and, if such conveyance is not accepted, same shall be dedicated or conveyed to a similar not-for-profit corporation which shall accept responsibility for operation and maintenance of such Surface Water Management System.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 16th day of January, 1997.

Maryann Moore
MARYANN MOORE

Thomas J. Jerosik
THOMAS J. JEROSIK

Allan Eker
ALLAN EKER

STATE OF FLORIDA
COUNTY OF ~~MADISON~~ HILLSBOROUGH

The foregoing Articles of Incorporation were acknowledged before me this 16th day of January, 1997, by MARYANN MOORE who is personally known to me or produced as identification.

Sign: Gwendolyn M. Lisboa

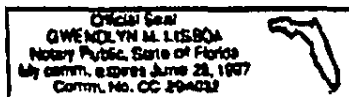
Print: Gwendolyn M. Lisboa

NOTARY PUBLIC

My Commission Expires _____

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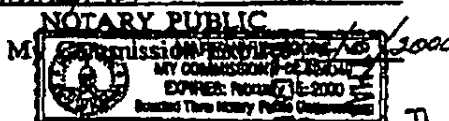
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STATE OF FLORIDA
COUNTY OF MARION

The foregoing Articles of Incorporation were acknowledged before me this 21 day of February, 1997, by THOMAS J. JAROSIK, who is personally known to me or produced personally known as identification.

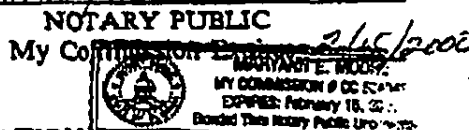
Sign: Maryann Moore
Print: MARYANN MOORE



STATE OF Florida
COUNTY OF Marion

The foregoing Articles of Incorporation were acknowledged before me this 21 day of February, 1997, by ALLAN FEKER, who is personally known to me or produced personally known as identification.

Sign: Maryann Moore
Print: MARYANN MOORE



ACCEPTANCE OF DESIGNATION
AS REGISTERED AGENT

The undersigned, having been designated as Registered Agent of GOLDEN OCALA COMMUNITY ASSOCIATION, INC., in its Articles of Incorporation, hereby accepts such designation and agrees to comply with the provisions of F.S. §48.091, relative to keeping the corporation's registered office open.

Maryann Moore
MARYANN MOORE

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THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

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**CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION OF
GOLDEN OCALA COMMUNITY ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of the GOLDEN OCALA COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the ARTICLES OF INCORPORATION OF GOLDEN OCALA COMMUNITY ASSOCIATION, INC., recorded in Official Records Book 2355, Page 1133, et seq., of the Public Records of Marion County, Florida, as amended and supplemented (hereinafter "Articles"), hereby certify that the AMENDMENT TO ARTICLES OF INCORPORATION OF GOLDEN OCALA COMMUNITY ASSOCIATION, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 22nd day of April, 20 15 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Florida Statute §617.1002(1)(a) and §720.306(1)(b), by at least two-thirds of the voting interests of the Association. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Articles shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 22nd day of April, 20 15.

Signed, sealed and delivered
in the presence of:

GOLDEN OCALA COMMUNITY
ASSOCIATION, INC.

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)

By: [Signature]
(Sign)
Ralph L. Roberts, Sr.
(Print)

[Signature]
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

President, Golden Ocala Community
Association, Inc.

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)
[Signature]
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

Attest: [Signature]
(Sign)
Susan Keogh
(Print)

Secretary, Golden Ocala Community
Association, Inc.

STATE OF FLORIDA
COUNTY OF: MARION

The foregoing was acknowledged before me this 22nd day of April
20 15, by Ralph L. Roberts, Sr., as President, and Susan Keogh
as Secretary, of GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida not for
profit corporation, on behalf of the corporation, who are personally known to me or who have
produced _____ as identification.

NOTARY PUBLIC

[Signature] (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



Approved by Declarant:

R.L.R. INVESTMENTS, L.L.C.,
an Ohio limited liability company

Jennifer C. Treulieb
(Sign - Witness 1)
Jennifer C. Treulieb
(Print - Witness 1)
Wendy Throver
(Sign - Witness 2)
Wendy Throver
(Print - Witness 2)

By: [Signature]
(Sign)
Robert L. Roberts, Sr. Ralph L. Roberts, Sr.
(Print)
Chief Executive Officer

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 22nd day of April,
2015, by Ralph L. Roberts, Sr. as Chief Executive Officer of R.L.R.
INVESTMENTS, L.L.C., an Ohio limited liability company, on behalf of the company, who is
personally known to me or who has produced _____ as
identification.

NOTARY PUBLIC

Jennifer C. Treulieb (Sign)
Jennifer C. Treulieb (Print)

State of Florida, At Large
My Commission Expires:



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on August 28, 2015, to Articles of Incorporation for GOLDEN OCALA COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N97000001534.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
First day of September, 2015



CR2EQ72 (1-11)

Ken Retzner

Ken Retzner
Secretary of State

ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
GOLDEN Ocala COMMUNITY ASSOCIATION, INC.

Pursuant to the provisions of §617.1006, *Fla. Stat.*, Golden Ocala Community Association, Inc. ("Association") adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: Amendment adopted:

Article(s) 7 and 9 of the Articles of Incorporation of Golden Ocala Community Association, Inc. ("Articles of Incorporation") is/are hereby amended as follows (additions are indicated by underlining; deletions are indicated by ~~strike-outs~~, omitted and unaltered provisions are indicated by ellipses):

ARTICLE 7. Officers.

The affairs of the Association shall be administered by the officers designated by the By-Laws.

a. The President shall be elected annually and serve at the pleasure of the Board of Directors during the Class "B" Control Period. ~~Thereafter, the President shall be elected for a two (2) year term by Voting Members as set forth in the By-Laws. The remaining all~~ officers shall be elected by the directors at the first meeting of the Board of Directors following the annual meeting of the Association, and they shall serve at the pleasure of the Board of Directors.

ARTICLE 9. Amendments.

~~Amendments to the Articles of Incorporation may be proposed and adopted as provided in Chapter 617, Florida Statutes, provided that no amendment may be in conflict with the Declaration, and further provided no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration. These Articles may be amended a majority of the Members who are voting in person or by proxy at a meeting of the Members at which a quorum has been attained (e.g., once a quorum of those Members attending in person or by proxy has been obtained at a regular/annual or special meeting of the Members of the Association, a majority of those Members attending the meeting in person or by proxy may amend these Articles).~~

SECOND: The date of adoption of the Amendment was the 22nd day of April, 20 15.

THIRD: Adoption of Amendment:

Said Amendment was approved at a meeting of the Members, as referred to in section

"Second" above, in accordance with the requirements of Florida Statute §617.1002(1)(a) and §720.306(1)(b), by at least two-thirds of the voting interests of the Association.

The members of the corporation were entitled to vote on the Amendment. The members of the Association duly adopted this Amendment in accordance with the above-stated provision. The number of votes cast for the Amendment was sufficient for approval.

THE ASSOCIATION has caused these presents to be executed in its name, this 22nd day of April, 2015.

GOLDEN OCALA COMMUNITY ASSOCIATION, INC.

By:

[Signature]
(Sign)
Ralph L. Roberts, SR
(Print)

President, Golden Ocala Community Association, Inc.

Attest:

[Signature]
(Sign)
Susan Keogh
(Print)

Secretary, Golden Ocala Community Association, Inc.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 22nd day of April, 2015, by Ralph L. Roberts, SR as President, and Susan Keogh as Secretary, of Golden Ocala Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

[Signature]
(Sign)
Jennifer C. Treulieb
(Print)

State of Florida, At Large
My Commission Expires:

Page 2 of 2



EXHIBIT "C"

BY-LAWS OF GOLDEN OCALA COMMUNITY ASSOCIATION, INC.

Article I. Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Golden Ocala Community Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Definitions. The capitalized terms used in these By-Laws shall, unless otherwise defined, have the same meaning as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Golden Ocala (said Declaration, as amended, renewed, or extended from time to time, is hereafter sometimes referred to as the "Declaration"), recorded in the Public Records of Marion County, Florida.

Section 3. Principal Office. The principal office of the Association in the State of Florida shall be located in Marion County. The Association may have such other offices, either within or outside Marion County, Florida as the Community Council may determine or as the affairs of the Association may require.

Article II. Association Governance Structure

Section 1. Members. Every Owner shall be a Member of the Association as specifically provided in the Declaration.

Section 2. Organizational Structure. The primary purpose of the Association is to carry out the responsibilities established for the Association in the Declaration, and to own and operate certain properties for the benefit of its Members. The affairs of the Association shall be governed and administered through a governing structure consisting of the Board of Directors serving as the Community Council, the President, the Golden Ocala Architectural Review Board, and the Code Compliance Board, together with such other Officers and Committees as are created pursuant to the Governing Documents, and the duties and powers of which are as specifically provided in the Governing Documents.

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Article III.
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 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 Community Council either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association on a date and at a time set by the Community Council. Subsequent meetings shall be set by the Community Council so as to occur no later than 90 days after the close of the Association's fiscal year on a date and at a time set by the Community Council.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Community Council or upon a petition signed by Voting Members representing at least ten percent (10%) of the total vote of the Association. The Notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 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 through its representative Voting Member, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or such officers or persons calling the meeting.

In the case of a special meeting or when 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 his or her address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a 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 shall be deemed a waiver by such Member of notice of the time, date and place thereof,

unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Voting Members holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed and announced 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 Voting Members present 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 Voting Members to leave Voting Members holding less than a quorum of Class "A" votes, provided that Voting Members holding at least a majority of the votes required to constitute a quorum remain in attendance, and provided further that any action taken is approved by Voting Members representing at least a majority of the votes required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Voting Members may cast the votes which they represent through their designated alternates or may vote by written proxy duly signed by the Voting Member setting forth the date, time and place of the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary prior to the opening of the meeting for which it is to be used. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may be lawfully adjourned and reconvened from time to time. In no event shall any proxy be valid for more than ninety (90) days after the date of the first meeting for which it is given. Proxies must be dated and may be revoked at will by written notice delivered to the Association. Presence in person by the giver of a proxy at the meeting for which a proxy is given shall automatically invalidate the proxy.

Section 10. Majority. As used in these By-Laws the term "majority" shall mean more than fifty (50%) percent of the total number of votes, owners, or other group as the context may indicate.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person, by proxy or by alternate, of Voting Members representing at least thirty percent (30%) of the total vote of the Association shall constitute a quorum at all

meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required or permitted by law to be taken at an annual or special meeting of the Members, may be taken without a meeting, without prior notice and without a vote on such action. In order to be effective, such action must be evidenced by one or more written consents describing the action so taken, dated and signed by approving Voting Members entitled to vote with respect to the subject matter thereof and representing the requisite number of votes necessary to authorize the action, and delivered to the Association by delivery to its principal office in the State of Florida, its principal place of business, the Association Secretary or other officer or agent of the Association having custody of the books and records in which proceedings of meetings of the Members of the Association are recorded. Such written consent shall not be effective to take the action referred to in the consent unless the consent is signed by Voting Members representing the requisite number of votes necessary to authorize the action, within 60 days of the date of the earliest dated consent, and is delivered in the manner required by this section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize any proposed action, by revocation in writing received by the Association at its principal office in the State of Florida or its principal place of business, or received by the Association Secretary or other officer or agent of the Association having custody of the books and records in which proceedings of meetings of the Members of the Association are recorded.

Within ten (10) days after obtaining any authorization by written consent as provided herein, notice materially summarizing the authorized action must be given to those Members who are entitled to vote on the action but whose representative Voting Member has not consented in writing.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

Section 14. Recording. Any Member may tape record or videotape meetings of the Association. The Community Council shall adopt rules governing the taping of meetings.

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Article IV.
Community Council: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body: Composition. The primary decision-making body of the Association shall be the Board of Directors serving as the Community Council. Each director shall have one (1) vote. Except with respect to directors appointed by the Class "B" Member, the directors shall be Members or spouses of Members; provided, however, no person and his or her spouse may serve on the Community Council at the same time. In the case of an Owner which is a corporation, limited liability company, partnership, limited liability partnership or other legal entity, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control Period. Subject to the provisions of Section 7 below, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member (the "Class "B" Control Period") until the first to occur of the following:

- (a) three (3) months after ninety percent (90%) of the Lots in all phases of the Properties that will ultimately be operated by the Association have been conveyed to Persons other than the Declarant or builders holding title solely for purposes of development and sale; or
- (b) eight years after the date on which the Declaration is initially recorded; or
- (c) when, in its discretion, the Class "B" Member so determines and states in writing in a recorded instrument.

Section 3. Directors After Expiration of Class "B" Control Period. Notwithstanding the provisions of Section 7 below, the Declarant shall be entitled to select at least one member of the Community Council as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Properties that will ultimately be operated by the Association.

Section 4. Right to Disapprove Actions. This Section 4 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Community Council and any committee as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns, to whom this power is specifically assigned in a recorded instrument. The right to disapprove shall be as follows:

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No action authorized by the Community Council or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Community Council or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Community Council's meetings with Article IV.B., Sections 1, 2 and 3, of these By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Association, the Community Council and any board or committee thereof. The Class "B" Member, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the Community Council and/or subject board or committee. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Community Council or any board or committee thereof and to be taken by the Community Council, such board, committee, the Association, or any individual member of the Association, if Community Council, board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions thereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any board, committee, or the Community Council or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 5. Number of Directors. The number of directors serving on the Community Council shall be not less than three (3) nor more than five (5), as provided in Section 7 below. The initial Community Council shall consist of three (3) directors as identified in the Articles of Incorporation.

Section 6. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Community Council shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Community Council, and three (3) or more Members of the Association, with at least one (1) representative from each Voting Group. The Nominating Committee shall be appointed by the Community Council not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such

appointment shall be announced at such annual meeting. The Nominating Committee shall make as many nominations for election to the Community Council as it shall in its discretion determine, but in no event less than the number of positions to be filled. The Nominating Committee shall nominate separate slates for the directors to be elected at large by all Voting Members, if any, and for the director(s) to be elected by and from each Voting Group. Nominations for each slate shall also be permitted from the floor, and Members may nominate themselves as candidates for the Community Council. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 7. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within sixty (60) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own twenty five (25%) percent of the Lots in all phases of the Properties that will ultimately be operated by the Association, or whenever the Class "B" Member earlier determines, the Community Council shall be increased to five (5) directors. The Association shall hold a special meeting at which Voting Members representing the Class "A" Members shall elect one (1) of the five (5) directors. The remaining four (4) directors shall be appointees of the Class "B" Member. The director elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter. If such director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within sixty (60) days after termination of the Class "B" Control Period, the Association shall call a special meeting at which Voting Members representing the Class "A" Members shall elect three (3) of the five (5) directors. The remaining two (2) directors shall be appointees of the Class "B" Member. The directors elected by the Voting Members shall not be subject to removal by the Class "B" Member acting alone and shall serve until the first annual meeting following the termination of the Class "B" Control Period. If such annual meeting will occur within sixty (60) days after termination of the Class "B" Control Period, this subsection shall not apply and directors shall be elected in accordance with subsection (c) below.

(c) At the first annual meeting of the membership after the termination of the Class "B" Control Period, all directors shall be elected by Voting Members representing both Class "A" Members and the Class "B" Member, with an equal number of directors elected from each Voting Group established in accordance with Article III, Section 3(b) of the Declaration. Any remaining directorships shall be filled at large by the vote of all Voting Members. Three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. Successor directors shall be elected at annual meetings to serve for two (2) year terms.

Each Voting Member shall be entitled to cast all votes attributable to the Lots in the Neighborhood with respect to each vacancy to be filled from each slate on which such Voting Member is entitled to vote. There shall be no cumulative voting. The candidate(s) receiving the most votes shall be elected. The directors elected by the Voting Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

Section 8. Removal of Directors and Vacancies. Any director elected by the Voting Members may be removed, with or without cause, by the vote of Voting Members holding a majority of the votes entitled to be cast for the election of such director. In the event that removal is proposed at a meeting of the Voting Members, any director whose removal is sought shall be given notice prior to that meeting. A director who was elected solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term only by the votes of a majority of Voting Members other than the Declarant. Upon removal of a director, a successor shall be elected by the Voting Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Members who has three (3) consecutive unexcused absences from Community Council meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Community Council to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Community Council, and it may appoint a successor. Any director appointed by the Community Council shall be selected from the Voting Group represented by the director who vacated the position and shall serve for the remainder of the term of such director.

B. Meetings.

Section 1. Organizational Meetings. The first meeting of each newly elected Community Council shall be held within ten (10) days following each annual meeting of the Association at such time and place as shall be fixed by the Community Council.

Section 2. Regular Meetings. Regular meetings of the Community Council may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter, which meetings shall include the budget meeting required under Article XI, Section 2 of the Declaration. Notice of the time and place of the meetings shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding the meeting.

Section 3. Special Meetings. Special meetings of the Community Council shall be held when called by written notice signed by the President or by any three (3) 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 one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by 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) by telegram, charges prepaid; (e) by facsimile; or (f) by express mail. All such notices shall be given at the director's telecopier, facsimile or telephone number 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 fourteen (14) days before the time set for the meeting. Notices given by any other of the above means shall be given so as to be received at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice. The transactions of the meeting of the Community Council, 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) a quorum is present, and (b) either before or after the meeting 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 shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Community Council. At all meetings of the Community Council, 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 Community Council. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Community Council cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. 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.

Section 6. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total Class "A" vote of the Association at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 7. Conduct of Meetings and Telephonic Participation. The President shall preside over all meetings of the Community Council, and the Secretary shall keep a minute book of meetings of the Community Council, recording therein all resolutions adopted by the

Community Council and all transactions and proceedings occurring at such meetings. One or more directors may participate in and vote during any regular or special meeting of the Community Council by telephone conference call or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time. Directors participating in such manner shall be counted for quorum purposes. Any such meeting at which a quorum participates shall constitute a regular meeting of the Community Council.

Section 8. Open Meetings. Subject to the provisions of Section 11 of this Article, all meetings of the Community Council shall be open to all Members. Members may participate in any discussion or deliberation if 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, meetings between the Community Council and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege, shall not be open to all Members, at the discretion of the Community Council.

Section 9. Notice of Community Council Meetings. Except in the case of an emergency meeting, notices of all Community Council meetings must be posted in a conspicuous place on the Properties at least 48 hours in advance of a meeting, or notice of each Community Council meeting must be mailed or delivered to each Member at least seven (7) days before such meeting. An assessment may not be levied at a Community Council meeting unless the notice of such meeting includes a statement that assessments will be considered and the nature of the proposed assessments.

Section 10. Voting. Directors may not vote by proxy or by secret ballot at meetings of the Community Council, except that secret ballots may be used in the election of officers.

Section 11. 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 each consent shall have the same force and effect as a unanimous vote.

Section 12. Recording. Any Member may tape record or videotape meetings of the Community Council. The Community Council shall adopt reasonable rules governing the taping of meetings.

C. Powers and Duties.

Section 1. Powers. The Community Council shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Governing Documents to be done and exercised exclusively by the Members or the President.

In addition to the duties imposed by the other Governing Documents or by any resolution of the Association that may hereafter be adopted, the Community Council shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

- (a) preparation and adoption, in accordance with Article XI of the Declaration, of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses, the Neighborhood Expenses, the Block Expenses and to the extent known, the amount of Benefitted Expenses;
- (b) making assessments to defray the Common Expenses, Neighborhood Expenses, Block Expenses and Benefitted Expenses, establishing the means and methods of collecting such assessments, and establishing the date for payment(s) of such assessments;
- (c) impose late charges against Owners for nonpayment of assessments;
- (d) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;
- (e) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair, and replacement of its property and the Area of Common Responsibility 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;
- (f) hear and make final determinations on appeals from decisions of the ARB or the Code Compliance Board, or any other board or committee within the jurisdiction of the Association;
- (g) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to operate the Association; provided, any deferred maintenance or reserve fund may be deposited in the directors' best business judgment in depositories other than banks;
- (h) making and amending Ordinances;
- (i) opening of bank accounts on behalf of the Association and designating the signatories required;
- (j) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Governing Documents after damage or destruction by fire or other casualty;

(k) enforcing by legal means the provisions of the Community Code including but not limited to imposing reasonable fines and/or the suspension of the rights of a Member or a Member's tenants, guests or invitees to use common areas, and bringing or defending any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(l) obtaining and carrying insurance against casualties and liabilities, as provided in the Governing Documents, and paying the premium cost thereof;

(m) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(n) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(o) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers and guarantors of a first Mortgage on any Lot current copies of the Community Code and all other books, records, and financial statements of the Association; and

(p) entering into contracts with suppliers of services such as cable television and security monitoring systems for the Properties and permitting (i) utility suppliers and (ii) suppliers of other services such as cable television and security monitoring systems which have a contract with the Declarant or the Association to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

(q) grant licenses, easements, permits or privileges in and to the Common Area, or portions thereof, to any individual or entity, including non-Owners and governmental authorities.

Section 2. Management. The Community Council may employ for the Association a licensed professional management agent or agents at a compensation established by the Community Council to perform such duties and services as the Community Council shall authorize. The Community Council may delegate to the President and/or managing agent or manager, subject to the Community Council's supervision, all of the powers granted to the Community Council by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (h), (i), (k) and (q) of Section 1 of this Article IV.C. The Declarant or an affiliate of the Declarant, may be employed as managing agent or manager.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Community Council by resolution specifically determines otherwise.

- (a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise unless such remuneration is fully disclosed and approved by the Community Council;
- (e) 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 Community Council;
- (f) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:
 - i) an accurate detailed income statement reflecting and itemizing all income and expense activity for the preceding period on an accrual basis;
 - ii) a statement reflecting all cash receipts and disbursements for the preceding period;
 - iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - iv) a balance sheet as of the last day of the preceding period;
 - v) a current account for each Member who is obligated to pay assessments, designating the name and address of such Member, 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, periodic statements of which shall be furnished to each Member as determined by the Community Council; and
 - vi) a delinquency report listing all Members who are delinquent in paying any assessments at the time of the report and describing the status of any action to collect such assessments which remain delinquent. (Any assessment or

installment thereof shall be considered to be delinquent on the fifteenth (15th) day following the due date unless otherwise determined by the Community Council).

Section 4. Annual Financial Reports. The Association shall prepare an annual financial report within sixty (60) days after the close of its fiscal year, which report shall consist of either:

- (a) Financial statements presented in conformity with generally accepted accounting principles; or
- (b) A financial report of actual receipts and expenditures on a cash basis, which report must show the amount of receipts and expenditures by classification, and the beginning and ending cash balances.

The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available, at no charge, upon request of a Member. A copy of the financial report shall be furnished to such Member requesting same within ten (10) business days after receipt of such request.

Section 5. Borrowing. The Community Council shall have the power to borrow money in amounts for a single purpose not to exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. Borrowing of amounts in excess of that limit shall require Voting Member approval in the same manner provided in Article XI, Section 4, of the Declaration for Special Assessments. Notwithstanding anything to the contrary contained in the Governing Documents, during the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area by the Community Council without the affirmative vote or written consent, or any combination thereof, of Voting Members representing at least fifty-one (51%) percent of the total Association vote.

Section 6. Rights of the Association. With respect to the Area of Common Responsibility and in accordance with the Governing Documents, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all directors of the Association.

Section 7. Enforcement.

(a) Code Compliance Board Judgments. The Community Council shall have the power to enforce judgments rendered by the Code Compliance Board in accordance with Section 3, Article VI of these By-Laws.

(b) Additional Enforcement Rights. Notwithstanding anything to the contrary

herein contained, the Association acting through the Community Council, may elect to enforce any provision of the Community Code by suspending any Person's right to use the Common Areas, or 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 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 Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

(c) Limitations. The Association may not suspend the voting rights of a Member. Further, suspension of any Person's right to use the Common Areas shall not impair the right of a Member or tenant of a Lot to have vehicular and pedestrian ingress to and egress from its Lot including, but not limited to, the right to park.

Article V.

Golden Ocala Architectural Review Board

Section 1. Organization and Terms of Office. The Golden Ocala Architectural Review Board ("ARB") shall consist of at least three (3), but not more than five (5), persons as determined by the Community Council from time to time. The term of office for such members shall be for up to two (2) years, with approximately fifty percent (50%) of the positions filled on an annual basis. Members of the ARB may include, but are not required to include, architects, professionals, or other persons who are not Members of the Association.

Section 2. Duties. The ARB shall have such duties as provided in Article XII of the Declaration and as further determined from time to time by the Community Council.

Section 3. Appointment. The Declarant shall have the right to appoint all members of the ARB until expiration of the Class "B" Control Period. Thereafter, the members shall be appointed by the President, subject to the concurrence of a majority of a quorum of the Community Council. The Declarant may assign the rights and powers under this Article to the Association; provided, however, there shall be no surrender of this right except in a written instrument in recordable form executed by Declarant.

Section 4. Compensation. Members of the ARB may be entitled to compensation on a per meeting basis as determined by the Community Council.

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**Article VI.
Code Compliance Board**

Section 1. Organization and Terms of Office. The Code Compliance Board shall consist of at least three (3), but not more than five (5) persons as determined by the Community Council from time to time, who are members of the Association in good standing. The Declarant shall have the right to appoint all members of the Code Compliance Board until expiration of the Class "B" Control Period. Thereafter, the members shall be appointed by the President, subject to the concurrence of a majority of a quorum of the Community Council. The term of office for such members shall be for up to two (2) years, with approximately fifty percent (50%) of the positions filled on an annual basis. Officers, directors and employees of the Association, and the spouse, parent, child, brother or sister of any officer, director and employee of the Association, are prohibited from serving as a member of the Code Compliance Board. Any member may be removed by the President, subject to the concurrence of a majority of a quorum of the Community Council.

Section 2. Duties. The Code Compliance Board shall have such duties as provided in Article IV, Section 2 of the Declaration, these Bylaws and as further determined from time to time by the Community Council.

Section 3. Fines and Suspension of Rights. The Code Compliance Board shall have the power to impose reasonable fines not to exceed \$50.00 per violation, which shall constitute a lien upon the property of the violating Owner for any violation of the Community Code. In the event that any occupant, guest or invitee of a Lot violates the Community Code and a fine is imposed, the fine shall first be assessed against the occupant, guest or invitee; provided, however, if the fine is not paid by the occupant, guest or invitee within the time period set by the Code Compliance Board, the Owner shall pay the fine upon notice from the Association. The failure of the Community Council and/or the Code Compliance Board to enforce any provision of the Community Code shall not be deemed a waiver of the right of the Community Council or Code Compliance Board to do so thereafter. The Code Compliance Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:

(a) **Notice.** Prior to imposition of any fine hereunder, the Code Compliance Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed fine to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request to the Code Compliance Board for a hearing; and (iv) a statement that the proposed fine shall be imposed as contained in the notice unless a hearing is requested within said fourteen (14) day period. If a timely request for hearing is not made, the fine stated in the notice shall be imposed.

(b) **Hearing.** If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Code Compliance Board affording the alleged

violator a reasonable opportunity to be heard. 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 appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed. The Code Compliance Board may, but shall not be obligated to, suspend any proposed fine if the violation is cured within the aforesaid fourteen (14) day period. Such suspension shall not constitute a waiver of the right to fine future violations of the same or other provisions and rules by any Person.

(c) Appeal. Following a hearing before the Code Compliance Board the violator shall have the right to appeal the decision of the Code Compliance Board to the Community Council. To perfect this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within thirty (30) days after the date of hearing before the Code Compliance Board.

Article VII.

President

Section 1. Election and Term of Office. Until expiration of the Class "B" Control Period, the President shall be elected annually and serve at the pleasure of the Community Council. Thereafter, the President shall be elected to serve for a term of two (2) years by Voting Members representing at least a majority of the votes required to constitute a quorum. A Person may not serve more than two (2) consecutive terms as President. The Nominating Committee established pursuant to Section 6, Article IV.A. of these By-Laws shall administer and preside over the elections for President. In order to stand for election as President, a Person shall be a Member in good standing, and shall first secure a petition for candidacy, signed by ten percent (10%) of the Members in good standing. A President may be recalled from office, without cause, upon a vote of Voting Members representing at least 2/3rds of the votes required to constitute a quorum, and if the Community Council in its judgment finds that the best interests of the Association will be served, the Community Council may remove the President from office by a majority vote of the entire Community Council. A mid-term vacancy in the office of President shall be filled by the Community Council; provided, that any vacancy in the office of President occurring as a result of action taken by the Community Council shall be filled by the vote of Voting Members representing at least a majority of the votes required to constitute a quorum at a special meeting of the Association which shall be promptly called by the Community Council and held no later than thirty (30) days after the date of such vacancy.

Section 2. Powers and Duties. The President shall preside over meetings of the Association, and in his absence, the Chairman of the Community Council shall preside. In addition to the duties imposed upon the office of the President by the Governing Documents, the President's principal purpose and function shall be to carry out the policies of the Community Council. The President's duties shall also include:

(a) Approval of all contracts involving sums less than one percent (1 %) of the annual operating budget (unless a higher limit is set by the Community Council), provided an allocation for the expenditure has been made in the annual operating budget; otherwise the President's contract authority shall be limited to one-half of one percent ($\frac{1}{2}\%$) of the annual operating budget, unless otherwise determined by the Community Council.

(b) Countersignature with any managing agent on financial instruments.

(c) Except as provided to the contrary in the Governing Documents, the President shall appoint members of the ARB, the Code Compliance Board and, from time to time, members of special committees convened to consider matters of interest to the Association. All appointments shall be concurred in by a majority of a quorum of the members of the Community Council.

Section 3. Compensation. No compensation shall be payable to the President except as determined by the vote of Voting Members representing at least a majority of votes required to constitute a quorum.

Article VIII.

Officers

Section 1. Officers. The officers of the Community Council in addition to the President elected in accordance with Article VII, shall be a Chairman, a Vice Chairman, Secretary, and Treasurer, all of whom shall be elected from among the members of the Community Council; provided, however, during the Class "B" Control Period such officers are not required to be members of the Community Council. The Community Council may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Community Council. Any two (2) or more offices may be held by the same person.

Section 2. Election, Term of Office, and Vacancies. The officers of the Community Council, other than the President, shall be elected annually by the directors at the first meeting of the Community Council following each annual meeting of the Association. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Community Council for the unexpired portion of the term.

Section 3. Removal. Any officer, other than the President, may be removed by the Community Council whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association, other than the President, shall each have such powers and duties as generally pertain to their respective offices,

as well as such powers and duties as may from time to time specifically be conferred or imposed by the Community Council.

(a) The Chairman of the Community Council shall preside over all meetings of the Community Council in the absence of the President; shall be responsible for assisting the President in preparing the agenda for all Community Council meetings; assure that each of the directors has in advance of any meetings sufficient information and materials on which to base informed decisions; represent the Community Council to the President and to the Association; assure that each member of the Community Council and its Officers properly carry out their duties and responsibilities; and, in the event of the absence or disability of the President, perform the duties of that office

(b) The Vice Chairman shall take the place of the Chairman and perform the duties of the Chairman when the Chairman is absent or unable to act. The Vice Chairman shall perform such other duties as may be assigned by the Chairman or the Community Council.

(c) The Secretary shall be responsible for keeping minutes of all meetings of the Association and of the Community Council; recording all minutes and resolutions of the Association and the Community Council and properly maintaining such books and records as the Community Council may direct; providing all notices required to be provided; maintaining a roster of Members and Mortgagees reflecting the address to which any such notices shall be sent; and in general, perform all duties incident to the office of Secretary;

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by the Community Council. The Treasurer shall keep proper books of account, and shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Community Council, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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Article IX. Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting of the Community Council at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Community Council designating the committee or with rules adopted by the Community Council.

Section 2. Neighborhood Committees. In addition to any other committees appointed as provided above, there may be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or association or which has more than one (1) incorporated association. If formed, such Neighborhood Committees shall consist of three (3) members; provided, however, by vote of at least fifty-one (51%) percent of the Owners within the Neighborhood this number may be increased to five (5).

The members of Neighborhood Committees shall be elected by the vote of Owners of Lots within that Neighborhood at an annual meeting of such Owners called by the Community Council. The Owners of Lots within the Neighborhood holding at least ten (10%) percent of the total votes of Lots in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood. The Owners of Lots within a Neighborhood shall have the number of votes assigned to their Lots in the Declaration. Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Community Council from a Neighborhood shall be an ex officio member of the Committee. It shall be the responsibility of the Neighborhood Committee to relay to the Community Council the nature and extent of services, if any, approved by the Owners within the Neighborhood as required by Article III, Section 3 of the Declaration, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Declaration. A Neighborhood Committee may advise the Community Council on any other issue but shall not have the authority to bind the Community Council.

In the conduct of its duties and responsibilities, Neighborhood Committees shall abide by the procedures and requirements applicable to the Community Council set forth in Article IV.A., Section 8 and Article IV.B. of these By-Laws; provided, however, the term "Voting Members" or "Members" shall refer to the Owners of Lots within the Neighborhood, the term "Community Council" shall refer to the Neighborhood Committee, the term "director" shall refer to the members of the Neighborhood Committee, and the term "President" shall refer to the Chairperson of the Neighborhood Committee. Each Neighborhood Committee shall elect a Chairperson from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Community Council and shall be the Voting Member from that Neighborhood. Each Neighborhood Committee shall also elect a Vice Chairperson who for all Neighborhood Committees shall act as the alternate Voting Member for that Neighborhood. Election of a Neighborhood Committee may be held by mail-in ballot sent out by the Community Council.

**Article X.
Miscellaneous**

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Community Council. In the absence of a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Community Council resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law or the Governing Documents.

Section 3. Conflicts. If there are conflicts between the provisions of Florida law, and any of the Governing Documents, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) **Official Records.** The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- i) Copies of any plans, specifications, permits and warranties related to improvements constructed on or to Common Areas or other property that the Association is obligated to maintain, repair or replace.
- ii) A copy of these By-Laws and any amendments thereto.
- iii) A copy of the Articles of Incorporation and any amendments thereto.
- iv) A copy of the Declaration and any amendments thereto.
- v) A copy of the current Ordinances of the Association.
- vi) Minutes of all meetings of Members of the Association and minutes of all meetings of the Community Council and any committees thereof, which minutes must be retained for a minimum of seven (7) years.
- vii) A current roster or register of all Members and their mailing addresses and parcel identifications.
- viii) All of the Association's insurance policies or a copy thereof, which policies must be retained for a minimum of seven (7) years.

ix) A copy of all current contracts to which the Association is a party, including without limitation any management agreement, lease or other contract under which the Association has any obligation or responsibility.

x) Bids received by the Association for work to be performed on behalf of the Association, which bids must be retained for a minimum of one (1) year.

xi) Financial and accounting records of the Association, kept in accordance with Article IV.C., Section 3 and Section 4 of the By-Laws, which records must be maintained for a minimum period of seven (7) years.

xii) All tax returns.

xiii) Any other records that identify, measure, record or communicate financial information.

(b) Inspection by Members and Mortgagees. The official records described in Section 4 above, shall be made available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, Member of the Association, or by the duly authorized agent or representative of any of the foregoing at any reasonable time at the office of the Association or at such other reasonable place within the Properties as the Community Council shall prescribe, within ten (10) business days after receipt of a written request for access to such records. The Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the costs of providing copies of official records including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing same to those persons who are entitled to receive them.

(c) Rules of Inspection. The Community Council 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.

(d) 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 extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) if to a Member or Voting Members, at the address which the Member or Voting Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Member or Voting Member; or

(b) if to the Association, the Community Council, the President, the ARB, the Code Compliance Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Corporate Members. If any corporation, whether for profit or not for profit, is a Member of the Association, the chairman of the board, president, any vice president, the secretary or the treasurer of such corporation, and any such officer or cashier or trust officer of a banking or trust corporation holding such membership, and any like officer of a foreign corporation, whether for profit or not for profit, holding membership in a domestic corporation, shall be deemed by the Association to have the authority to vote on behalf of the Member corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken or a waiver or consent acted upon it is made to appear by a certified copy of the by-laws or resolution of the board of directors or executive committee of such Member corporation that such authority does not exist or is vested in some other officer or person. In the absence of such certification, a person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a corporate Member shall be, for the purposes of this section, conclusively deemed to be duly elected, qualified and acting as such officer and to be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its senior officer, in the order first stated in this section.

Section 7. Amendment.

(a) **By Declarant.** Prior to the expiration of the Class "B" membership, Declarant may unilaterally amend these By-laws for any purpose.

After the expiration of the Class "B" membership, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to

enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such Lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

So long as it still owns property described in Exhibit "A" or "E" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Owners. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Members representing seventy-five (75%) percent of the total Class "A" votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Marion County, Florida.

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

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

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